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MONEY BOX LIVE

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TRANSMISSION: 6th MAY 2009 3.00-3.30 RADIO 4

DUGGLEBY: Good afternoon. News that the Government is planning to set up a register of residential landlords prompts another look at renting and letting in the light of the recession. 03700 100 444 is the number for your calls to Money Box Live. By all accounts, some landlords - especially those who find themselves with a home they can't sell and with little experience in the rental market - are finding conditions pretty tough. Dealing with tenants who find themselves out of work, for example, may mean concessions on the rent, which in turn may compromise maintenance and mortgage payments. Tenants complain while they have to give detailed references, letting agents aren't regulated, they may know little or nothing about the landlord's position, and there's no protection if the property is repossessed. The rules and regulations have become much tighter in recent years - covering deposits, multiple occupancy, safety aspects - and from last October, the provision of Energy Performance Certificates. Now the Government wants to set up a formal register and the reforms will be set out in a green paper due very soon. Scotland already has one. Now there's talk of a 'light touch' of regulation, but there would be an independent body to monitor complaints and landlords could have their licence taken away. Of course all this is going to cost a great deal to administer. Can it really be done for the suggested £50 fee? There are about a million landlords who own more than two and a half million private rented properties. So before I take your calls, I'd just like to get a quick comment from the panel. Tracey Bloom is a barrister at Doughty Street Chambers in London; John Socha is Vice Chairman of the National Landlords Association; and in our Leeds studio Sandie Lock, a welfare benefits specialist with Citizens Advice. Tracey, you're also Vice Chair of the Housing Law Practitioners Association. From a legal standpoint, a good move by the

Government?

BLOOM: I mean I think the issue that we'll see is what the detail is, but I think those of us who act and want to help tenants think yes it is a good move by the Government to have a register. How it will work, we will remain to investigate when we see the actual detail tomorrow, I believe it's coming out.

DUGGLEBY: John, I know the National Landlords Association has sort of various codes of conduct, but they're not enforceable in any way; and you know you have your register of members, but I mean again that's not a substitute for a sort of official register.

SOCHA: That's right. Obviously we tend to get the people who take being a landlord more seriously. They're prepared to pay the subscription and also recognise they need to get up to date information on being a landlord; whereas there's an awful lot of people just think well I'll just rent my property out and that should be alright, shouldn't it? No.

DUGGLEBY: If there is a register, does that mean you know that tenants for example will know who they're dealing with because sometimes they appear not to do so?

SOCHA: Yes, that's the theory behind it, is that the landlord will be registered - so we've got to wait and see all the actual detail of the proposal. It was outlined in the report by Dr Julie Rugg of York University and we're waiting really to see how the Government are responding to it; and the response, I'm told, is timed for tomorrow.

DUGGLEBY: Indeed. And, Sandie, from the point of view of benefits, would it help in the processing and the speed and the take-up and the general administration?

LOCK: I mean without knowing the detail, I'm not sure sort of how it's going to impact on people who are claiming benefits. But I mean anything that makes it easier for people to claim and makes it easier for the local authority to collect information and to verify claims, then hopefully would pay benefits for the people that are actually claiming the housing benefit.

DUGGLEBY: Okay. Off we go with the calls and, first, Joanne in Lewisham. Hello Joanne.

JOANNE: Hello.

DUGGLEBY: Your question?

JOANNE: I'm phoning for some advice. I am hoping to rent my property. I'm moving from London to Brighton to start a graduate training scheme in September, and because I can't sell my property I need to rent it out and rent another property down in Brighton for the first couple of years and I wanted some advice on how to go about it - how much I need to put aside for maintenance of the property. And I'd rather not go through an agent, if possible.

DUGGLEBY: Okay. First time landlord. John?

SOCHA: Yes, the interesting thing is you're actually in East London and you're going to live in Brighton, and my strong advice is if you're a long way away from property you really do need somebody on the ground to help you out unless you've got a friend, especially as a first time landlord. Perhaps when you've got a bit of experience under your belt, but at this stage you know you're going to be busy studying, taking college courses. If a tenant rings up and the ball valve has gone, you've got to sort out getting a plumber where you may not be able to take a telephone call for maybe a couple of hours; whereas of course an agent is there and ready. So I suspect at this stage, my advice perhaps on balance initially is to use an agent because you're a long way away as well. It's not like it's round the corner.

JOANNE: Okay.

DUGGLEBY: I'd suggest you buy a book, which would give you the basics as well.

SOCHA: Yes.

DUGGLEBY: I mean there's so many legal pitfalls in there. I mean let's take one or two examples, Tracey. Perhaps you could give the sort of safety aspects of things?

BLOOM: Well there's the safety things that you have to know about. You have to get the Energy Performance Certificate now, you've got to have a Tenancy Deposit Scheme, and those are just a couple of the things that are quite complicated and you wouldn't necessarily know about as you know as a layperson for the first time renting. So definitely I think on the first occasion, even though it does cost you, I'd get an agent to start with or somebody who's got experience to help you; and then once you've gone through it once, you may feel next time round you don't have to. When it comes up for renewal or something, you may feel you don't need an agent next time.

DUGGLEBY: Yeah, I mean there are even simple things like making sure the gas system is properly serviced and all that.

SOCHA: Yes, Landlord Gas Safety Certificate.

DUGGLEBY: And it's also to understand the principles of the Assured Shorthold Tenancy even if you're not sort of directly administering it. I mean it is quite a long document and you've got to understand it, which gives you the right to repossess at the end of the term or extend ...

SOCHA: *(over)* It has to be done in the right order.

DUGGLEBY: It has to be in the right order, yeah. So there's lots of legal considerations there. But thanks for the call. It's worth just I think asking the panel again to comment on an email we've had from Liverpool saying: 'My daughter is moving in or going to rent with two friends. They're all nurses. Can the panel suggest three things I ought to tell her before she actually arranges her first home, rented home?' John, what should she do?

SOCHA: I suppose the first thing is if it's a group of people, you tend to find that there's always a person who's always the mother of the brood. And that's actually one

of the most difficult jobs to do, is actually selecting the house and then making sure everyone pays the money. The landlord has to have an Energy Performance Certificate even just to view it now, so that should be given to them when they go to view the property. Also what tenancy deposit arrangements they're going to make. Are they going through an agent? What are the charges for reserving the property? How big will the deposit be? How long will the tenancy be for? So all these things, they need to get clarified at the start. The last thing they want to do is move somewhere, get themselves settled, and then find the landlord's changed their mind and wants them out.

DUGGLEBY: Yes. And if it's a block, I would just go round and have a good look round, check it. Ask one or two of the other tenants what they think because that will give you just that slight clue as to whether you're going to be happy there because there's no point in moving into a place and being miserable.

SOCHA: Well especially with the issue of noise as well, perhaps going on a Friday and just seeing how noisy it is.

DUGGLEBY: We've got a lot of emails about noise and I'll come onto those later. In the meantime, Gary in Cheshire, your call?

GARY: Hi. Yeah, I'm calling for some advice really on benefit. I'm currently renting a four bedroom property in the Cheshire area, living with my wife and two young children. We've got 6 months left to run on the rental, a private agreement. But unfortunately I've recently been advised that I'm going to be losing my job at the end of the month and so my situation is about to change; and I've been researching, using the local housing authority's website, what benefits I'm entitled to to help cover my rental payments.

DUGGLEBY: Okay. We'll get Sandie to answer this one. Sandie?

LOCK: Hello Gary. Yuh, can you tell me your circumstances? Are you married? Do you have children?

GARY: Yeah married, two young children. Four of us live in the property.

LOCK: Right. When you say “two young children”, what are the ages of the children?

GARY: 7 and 5.

LOCK: Right. So you've been assessed as only requiring two bedrooms?

GARY: Absolutely, that's my question.

LOCK: Basically for the local housing allowance, it's based on the broad rental market area, which is an area in which they look at sort of the average rent for similar properties. But you're also assessed on the number of bedrooms you need, which would be one for a couple; and if you have two children of the same sex, they can share a bedroom, or two children of opposite sexes under 10 years old would be considered to only need two bedrooms. So, unfortunately, it looks as if the assessment is correct. However, have you claimed housing benefit at all within the last year?

GARY: No.

LOCK: Right, in that case you may be eligible for your full rent or your contractual rent provided you were able to afford to pay that rent before you claimed housing benefit. There is a rule that says that for up to 13 weeks, you may still be entitled. I can't say whether it would be exactly the full amount of rent. There may be some ineligible charges. And the other way that you may be helped is that there are discretionary housing payments which people can apply for, and it does depend on your individual circumstances, and in some cases those can be used to top up the local housing allowance or the other housing benefit payments ...

GARY: *(over)* And where would I get information about this? Sorry.

DUGGLEBY: Okay, well we must leave it there I'm afraid, Gary, because this is quite a difficult subject and I've got so many calls coming in. I want to move on to Len in

Bristol. Len?

LEN: Yes, hello. Yeah, I've got a tenant who is claiming housing benefit and he fell into arrears. He didn't pay it to me, so I had his rent stopped and I asked for it to be paid to myself.

DUGGLEBY: Aha!

LEN: So I had one month's rent and as soon as he was aware that it wasn't being paid to him anymore, he phoned the benefit office and asked for it be paid directly to him, which they have done. So last month, I should have received a month's rent. It was paid to him and he's spent it. Well I haven't received it and now the whole thing is starting over again.

DUGGLEBY: *(over)* Okay, well ... yeah, indeed Len. This is because there was a change of course in the law a year or so ago, John.

SOCHA: Yes, it depends how old the claim is. If it's one of the old housing benefit claims, once they're 8 weeks in arrears just speak to the local benefits office and tell them - that's your local authority - tell them that the rent is 8 weeks in arrears and they should be able to divert the payments back direct to you. And the same is true also of the new local housing allowance; that if they don't pay for 8 weeks, it should be paid direct to you because obviously the local authority then has the risk of the tenant being made homeless because they haven't paid. Therefore they divert the payments back to you. But you're going to have to live with the 8 weeks arrears, unfortunately, because unless the tenant pays up you're going to struggle.

DUGGLEBY: So the legal position lies with the landlord to enforce the payment if it doesn't come through voluntarily from the tenant then?

BLOOM: I mean if he doesn't pay, obviously you can apply for a possession against him. You can issue proceedings, and if he's more than 8 weeks in arrears you're entitled as a matter of law to get possession. He doesn't have any ... the court has no discretion. So if he keeps on not paying, I'm afraid you know at the end of the day what

you have to do is get possession against him. There's no reason why you should be out of pocket, Len.

DUGGLEBY: There's several emails come in about this question of non-payment of rent and also the concern about where the landlord is ... one I'm particularly interested in is from Billy in Stevenage and he says that, 'We found out that our landlord hasn't been paying the mortgage since August 08, which suggests to us that our contract is very much at risk and we understand we have little or no rights if he loses the house. So is there anything we can do now to give ourselves a bit of a better chance of not falling into this trap?' Tracey?

BLOOM: I mean I'm afraid that this is one of the problems about the recession and the buy-to-let market. There's an awful lot of occupiers who are in your position and I'm afraid there's nothing much you can do. I mean if you can find out whether the landlord had permission to allow you to move in, you may have some protection; but that's unlikely and I'm afraid the reality is that all you will know is if a letter comes through addressed to 'the occupier', open it because it may tell you there's a court hearing. Sadly, I'm afraid when you get to the court, there's very little that you can do because you have no rights, I'm afraid.

DUGGLEBY: I'll bracket that with Alan who's come up with a slightly different slant. Again he's suspecting that there's something funny about the landlord. He says you know I'm not sure that he isn't suffering financial difficulty, little you know vibes here. And he says, 'We are planning not to pay the rent because we think we could be evicted and therefore we'll kind of get in there first'. Now I'm not sure that's a very good idea, is it John?

SOCHA: Not particularly because that's just going to compound the problem. You know if he's not getting any rent, he's almost certain not to pay the mortgage in which case they will actually repossess him, in which case you lose your home anyway. So there's a circular argument.

DUGGLEBY: It's a circular argument. I mean he's sort of saying well in the end you know we're trying to get our deposit back. He's sort of regarding the non-payment of

rent as being offset against the deposit because he thinks that this tenancy isn't going to be renewed anyway.

SOCHA: But it's all about negotiation. It's best to get the landlord round there, have a talk with him and just say, "Look, we think we know what's going on. We'd like to leave". Remember that if it's on Statutory Periodic, the tenant only has to give 30 days notice from the next rent day; whereas a landlord has to give 60 days notice and that's on a Statutory Periodic. So the tenant has got a bit more power simply because they've only got to give 30 days notice.

DUGGLEBY: Okay, let's go to Robert now in Manchester.

ROBERT: Hi there.

DUGGLEBY: Hello Robert.

ROBERT: Hi. To cut a very long story short, basically I'm currently renting a six bedroom house, but there's only one bathroom, one kitchen. He turned all of the living areas into bedrooms. And we've had the council round and they've declared that it's not actually suitable for six people to live in and he's going to have to change it to either increase the size of the property or reduce the amount of people that live there. Now I've not been able to live there since the start - I think I've stayed about two or three nights - because I've got a medical condition that means that I need to go to the bathroom quite a lot and obviously living with five other people in the house doesn't really give me that kind of opportunity to go.

DUGGLEBY: Okay, Robert, I've got the drift of this because I think, John, does this fall under multiple occupation?

SOCHA: Certainly if the house has got five or more tenants and three or more storeys, it definitely will fall under a licensable HMO, in which case then the council will be very interested because the landlord will be facing a fine ...

DUGGLEBY: *(over)* Well they've been round already, so possibly they are interested

in this landlord.

SOCHA: Yes. But certainly there are rules on shared houses - how many residents versus how many bathrooms and WC's.

DUGGLEBY: Is it multiple occupancy, Robert?

ROBERT: It's not. It's only on two floors.

DUGGLEBY: Ah! Tracey, is that ...

ROBERT: *(over)* That's where it comes into a bit of a problem.

BLOOM: I mean, Robert, I'm not quite clear. When you moved in, did you know there were going to be this number of people living there when you signed your tenancy agreement?

ROBERT: I actually didn't see the property first. My friends went round and viewed it. And then when I went, I was quite horrified by the actual state of it because I mean the whole house is damp, there's subsistence. It's not really the best of places to be.

BLOOM: And how long is the tenancy supposed to be for?

ROBERT: It's a 12 month tenancy. It runs out at the end of June. But I can't really understand how the council can turn around and say that it's not suitable for six people to live in, yet I still have to pay my rent to live in a house that's not suitable for six people.

BLOOM: Well there's different issues there, but you might have a claim against your landlord if it's in disrepair. I mean obviously this isn't the opportunity. I suggest that you go and see ... you're in Manchester. Go and see your local CAB and get some legal advice about this. It sounds like you've got a number of problems and it may be that you can take some steps against your landlord.

DUGGLEBY: Several emails have come in on general conditions of properties, which mostly seem to concern damp, mould patches, leaks and so on and so forth. This is Pam in Gloucester, this is Miley in London, and Tilly also in London. Basically, John, it seems to boil down to ... one is the property where it was fully redecorated and the tenants don't seem to have opened the windows and it's got mould. And they want to know again whether they can retain the deposit against this damage, which they say has been caused by the tenants? Then equally, well there's another one where apparently there's been damp that the tenant can't get the landlord to do anything about. And there's another one where there was apparently a leak, which nobody seems to know quite where it came from but again they're disputing who's responsible for paying for the repairs.

SOCHA: Well let's take the leak because the last one's the easiest one. Escape of water is actually covered under your buildings insurance; and also apartment block management as well, it's covered in the same way. There's just whatever the first loss is. Sometimes the excess is £100, on some policies £250 and some it's £500. But either way, it'll be the person who has the buildings insurance who'll be able to claim even though they didn't cause it. So in other words if water rushes into your flat, it's your buildings insurance that will actually cover it even though you didn't cause the leak because it's escape of water.

DUGGLEBY: Right. So essentially it's not really part of the tenant's responsibility at all there?

SOCHA: No, that should be covered under buildings insurance.

DUGGLEBY: Right. Now the one where the tenants apparently didn't open the windows, can you hold *them* responsible for what they did?

SOCHA: Well I would say yes because you've got to look at ... if you're taking a deposit now, since 6th April 2007 you'd have had a start position which hopes you would have photographs to show the condition of the property at the start; then when the tenants come to the end of their tenancy, you should show the end position.

DUGGLEBY: And then, Tracey, the other side of the coin is that the tenants say look, this flat's got all this mould and our landlord won't do anything about it. Isn't that health and safety?

BLOOM: Well I think there's two things about condensation and damp. You've got to be very careful. I mean damp can have lots of causes. If it's due to condensation, the landlord's not going to be liable under the disrepair clause of the covenant or under the implied terms about disrepair. So you need to try and work out what the cause of the damp is because it could be that it's due to re-pointing or a leaking pipe, in which case the landlord may be liable, and of course there are health and safety issues. If it is condensation damp, I'd report it to your local authority and see whether you can get them to come round and take any steps. Can I just go back to the leak point?

DUGGLEBY: Sure.

BLOOM: If you're a tenant and you've got a leak and you're in a flat and it's coming from above, what I would do is report it to your landlord but also go upstairs and find out if your tenant, the tenant upstairs or the person in occupation, knows that there's water leaking because it could be that it's their fault, it's their washing machine that's leaking. In which case it's not your landlord's fault; it's the person upstairs' fault.

DUGGLEBY: Yuh, okay. Let's move on now to Bridget in Wentworth. Your call, Bridget?

BRIDGET: Oh hello there. Well a lot of things I might have been able to say have already been contributed by someone else - but, yes, local authorities, they do not seem to care who the money goes to. They pay it happily. And if the landlord is out of pocket, that's not their problem, and they don't care even if the tenant is sub-letting. You can tell them this - you're not getting the rent, it's sub-letting etcetera.

DUGGLEBY: Okay, yeah.

BRIDGET: The reason I actually wanted to phone today ...

DUGGLEBY: Yes, what's your question?

BRIDGET: ... was another problem. There does not seem to be any protection for the landlord whatsoever. The National Deposit Protection Scheme - it took me 9 months to get the deposit back, 9 months.

DUGGLEBY: Okay, well John Socha's nodding.

BRIDGET: ... this is totally different to what we are assured at the outset.

SOCHA: It will be to do with ... this is the DPS, the Deposit Protection Scheme, which is a custodial scheme. There is actually a scheme that you can use as a landlord, which is mydeposits.co.uk and you pay an insurance premium and you manage the money yourself. This was one of the things that the National Landlords Association was able to help set up because a lot of landlords would like to actually have access to the money rather than it going to a third party. And there's also, for the letting agent, they also have a scheme as well. So you don't have to send it over the DPS if you don't want to, but you have to obviously become a member and pay the premium, which is only £30 per tenancy.

DUGGLEBY: Okay. And now another email. This one is directed I think at you, Sandie, but also at John. There's three nurses apparently renting a house. Two of them are able to pay. The third one is in danger of losing their job and may have to go on benefits. What's the position for this third one who's going to go on benefits, both from the point of view of the two existing ones who are paying and the one who is going to go on benefits but hasn't got them? So let's start with Sandie. How does she go about getting the benefits to make sure that the rent is paid and she doesn't impose upon her two friends in the property?

LOCK: Well if it's rented from a private landlord ...

DUGGLEBY: It is.

LOCK: ... then they should make a claim via the local authority for housing benefit, which would probably be assessed under the local housing allowance scheme.

DUGGLEBY: And will it be one third of the rent, for three people?

LOCK: It'll depend on how the property is shared, but it would normally be ...

DUGGLEBY: Equally, as far as I can see.

LOCK: It would either be the appropriate sort of one bedoomed shared rate or one bedoomed self-contained rate. It sounds like it would be the one bedoomed shared rate, so it would depend on the area in which the property was.

DUGGLEBY: So presumably the necessary forms would ask all these questions, would they?

LOCK: Yes. They can obtain the claim form from the local authority if they're not claiming any other benefits. And, as has been mentioned before, the rent service website does have some guidance on the local housing allowance; and that does give, if people are looking at changing property, it does tell people what the appropriate local housing allowance for their size of accommodation would be.

DUGGLEBY: But, John, the landlord will have to be a bit flexible in this because you know you can't be too heavy handed in this situation - although technically, I suppose, they can enforce the rental on the two other ...

SOCHA: *(over)* Other two sharers, yes, because they are jointly and severally liable. But again if you've got some good tenants who actually are paying and one of them hits a bit of a bumpy spot, it's often best to keep somebody there that you like and you know and usually pays than going shopping out for new tenants because that will cost you money to go and look for it as well. But you have to make sure that you make it clear to the tenant that they do need to pay. But there will be a little bit of a hiatus while the actual money comes through from the council because they're paid somewhere

between 2 and 4 weeks in arrears.

DUGGLEBY: Okay Matt in Horbury, I think it is, your call now.

MATT: Yeah, my question is to do with university accommodation. I'm trying to find out why landlords who are renting flats and houses to students, especially from second year, are allowed to rent it from say July 1st or 30th June. That's literally 52 weeks and they have to pay for the 52 weeks even though the landlords obviously know certainly that they won't be staying there in July, the whole of July and the whole of August, and there doesn't seem to be anybody that one can refer to to say why this is happening.

DUGGLEBY: Okay, John, I mean I imagine it's just supply and demand?

SOCHA: It is very much so. If you're in a very popular university area, you'll find you will pay all the 12 months rent and it's a take it or leave it deal. In other cities around the country where there's a greater supply of property or it's not as popular a university, you'll find that they pay half rent in the summer. Of course you could always chance your arm and just rent for 9 months and then when you get back in September try and rent somewhere, but of course all the best properties are already gone because the ones that are closest to the university or in the best places in town are already picked out by those who are prepared to pay for the whole year.

DUGGLEBY: John in London wants to know why he's being asked to guarantee his daughter's obligations in a shared tenancy of the house she's renting with six others, which seems to him legally implies that if all the other five ... or sorry all the other six suddenly defaulted, he could become liable for the entire household. Is that right, Tracey?

BLOOM: I'm afraid it is in the sense that if you have a joint and several tenancy, then if one person ... all of you are equally liable for everybody else. So I'm afraid that he could be liable for everyone else, so he needs to be very careful who his daughter chooses to share her accommodation with.

DUGGLEBY: He's gone to the agents and apparently they've just said, "Take it or

leave it. There's plenty of others". This is a premium area. I won't say the university, but I mean you can guess that there are certain universities, particularly in the London area, where you know there's just not enough accommodation to go round. If you can you know get good places, then you'll have to put up with the conditions.

SOCHA: Yes.

DUGGLEBY: Now I can't leave the programme before we deal with the loud music bit because there's a whole stack of emails. I think I'll just take the simplest one because it does cover the whole area. Hazel in ... she doesn't say where she comes from. Anyway, she says 'Is a landlord responsible for loud music problems that a tenant will cause to the neighbouring tenants in the property?'

SOCHA: Not really. But if it's your tenant, then you should have a word with the tenant first to say "Look, this is not acceptable behaviour" because often the tenancy agreement will clearly state that you shouldn't be making noise outside certain hours. If it's in a block of flats, there's often covenants which prevent you making noise after say 11 o'clock at night or before 7 o'clock in the morning.

DUGGLEBY: Emma in Lincoln says, 'Do I have any rights with the loud noise that's emanating from the neighbouring flat? I haven't had a decent night's sleep since I moved in. It's making me ill'.

BLOOM: I mean she can take an injunction out herself, civil proceedings if she's suffering under the grounds of nuisance. She's going to have trouble trying to get her landlord ... I don't even know if she has the same landlord as the person who ...

DUGGLEBY: No, I think it's a completely different case.

BLOOM: Yeah. I mean I think it's a very, very difficult situation and unbearable for tenants who are in that position.

DUGGLEBY: Indeed. We've got a call now from Jane in Guildford. Jane?

JANE: Hello, good afternoon. My question is about the Energy Performance Certificate. I'd like to know who gets them and where you get them, who does it and exactly what it is, and what happens if you fail it?

DUGGLEBY: John?

SOCHA: Quite straightforward. If you don't know where to look, if you look on the landlords.org.uk website you'll find you can actually buy them there. There's a national company that does them. There's lots of people do Energy Performance Certificates.

Quite straightforward. You will need them before you let a house now from 1st October last year and it lasts 10 years.

DUGGLEBY: Okay, we've got time for just one more email to end on a quite bright note. This is Christine in Fareham. She says, 'I've been renting quite happily since October 2000 on an original short-term tenancy agreement. The fact is it's gone on for so long that I wonder whether I should have a new agreement after so long. Should I?'

SOCHA: Not necessarily. You're basically on Statutory Periodic and again it goes back to what I said before ...

DUGGLEBY: No loss of rights?

SOCHA: No loss of rights whatsoever.

BLOOM: Presumably she's at the same rent as she was and is in a nice position. I wouldn't rock the boat.

DUGGLEBY: Well indeed, yes. She says she'd be grateful for any information. The answer is happy days, I suspect.

SOCHA: Yes.

DUGGLEBY: Okay, well let's end on that optimistic note. With thanks to Tracey

Bloom from Doughty Street Chambers; Sandie Lock in our Leeds studio, the welfare benefits specialist at Citizens Advice; and John Socha, as always, Vice Chairman of the National Landlords Association. There's lots more information on the website and you can also ring our information line on 0800 044 044. Paul Lewis will be here with news and comment in next Saturday's Money Box and I'll be back same time next Wednesday afternoon to take more of your calls on Money Box Live. The subject is not yet fixed, but it will be on our website if you look at it in the next few days. Goodbye for now.