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## **MONEY BOX LIVE**

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**DUGGLEBY:** We're talking about renting and letting on this afternoon's programme. For some it means building up a portfolio of properties in expectation of a better return than investing in the stock market or through a pension fund. For others, it's an alternative to selling in a difficult market - perhaps because you're changing jobs or you need more space. We call them sometimes "the reluctant landlords". Then there are would-be homeowners who find it increasingly difficult to get a mortgage. They're looking for a flat or a house to rent. Or maybe you can afford to buy, but you've decided to stay out of the market because you think prices have further to fall. Any which way, there's a shortage of suitable properties in some parts of the country and rents have increased on average by 4% in the past year. That said, striking a balance between the interests of landlords and tenants is not always easy when disputes arise over rent arrears, repairs and maintenance, damage, and the return of a deposit which must be protected in an authorised scheme. Two other issues facing some landlords and tenants are the changes to housing benefit and the local housing allowance aimed at cutting the amount of government subsidy. Can you be forced to move home? And if you're planning to let rooms to students, do you understand the rules for multiple occupancy? And if all this sounds daunting, you could use an agent, but how much will it cost and who is ultimately responsible if things go wrong and maybe the agency itself defaults? Calls to Money Box Live as usual on 03700 100 444. And with me in the studio are two solicitors - Marveen Smith, a partner of Pain Smith; and John Gallagher from the housing charity Shelter; together with David Salusbury, Chairman of the National Landlords Association. The

first call comes from John in Surbiton. John?

**JOHN:** Hello, good afternoon. Yes my daughter rents an apartment quite close to the Olympic stadium, and one of her work colleagues who's in a similar position has just received a rent renewal contract with a 100% increase for the whole of the month of August - albeit spread over the whole year, which I guess is about an 8.5% increase. Given that my daughter is due for a new contract at the end of March, I just wondered what her position is should a similar situation arise?

**DUGGLEBY:** Right, so these are shorthold assured contracts. Obviously the landlord is seeking to take advantage of the premium on properties in the immediate vicinity of the Olympics. David, ethical or not?

**SALUSBURY:** I do not like the way this landlord is proposing to behave. I would encourage landlords to think in terms of long-term situations regarding the letting of their residential property. It is a very serious business letting homes and entering into a proper professional and (in some cases) personal relationship with tenants.

**DUGGLEBY:** But human nature being what it is, you can understand ...

**SALUSBURY:** Yes, yes.

**DUGGLEBY:** ... that they're tempted to take advantage of what is undoubtedly going to be a shortage of property. And you know so while I can't say can you blame them, I mean in a sense it's going to happen, isn't it?

**SALUSBURY:** I fear that in a sense it is going to happen. I don't like the way and I'm sure my organisation wouldn't like the way that this landlord is intending to behave. I would hope that he would think again. Some increase might be justified, but this seems to be taking advantage of a particular situation to the disadvantage of what presumably is a perfectly well behaved and correct tenant, and I would urge the landlord to think again.

**DUGGLEBY:** An interesting tactic, as you've described John, to sort of essentially load a premium for that one month and spread it across the rest. Is there any form of appeal or is it ...

**GALLAGHER:** *(over)* Unfortunately it's purely market forces and the tenant is very much at the mercy of the landlord if he chooses to offer a fresh tenancy on that basis. If a tenant is within a fixed period tenancy, a fixed term, then the landlord has to abide by that rent; but if the tenancy is coming up for renewal, then it's very much up to the landlord to state the terms. It's very unfortunate. At Shelter we would like to think there was some restraint on the landlord's ability to increase the rent to that level, but unfortunately the law doesn't allow that.

**DUGGLEBY:** There is a means though whereby you can appeal if the rent is unreasonably high, isn't there Marveen?

**SMITH:** Yes, but that's only if a tenancy is periodic, which means the fixed term has ended and it's carrying on month to month. Then if a rent such as this increase was imposed on the tenant by the landlord, the tenant's got redress to go through the rent assessment committee. I'm afraid it is contract law and the girl's only choice is either to pay it or move property.

**DUGGLEBY:** Indeed. Let me just bring in an email here from John in London. He's been a tenant for 20 years. That's going back to virtually the start of the shorthold assured tenancy arrangements. He's been struggling a bit to pay the rent because it's been increased a couple of times, and he now thinks he's on the point of the letter dropping through the door saying that here's another rise and he knows he can't afford it. He wonders whether there's any protection for him on the grounds of having been a tenant for 20 years, Marveen?

**SMITH:** I'm afraid there is no protection. If the landlord wants to increase the rent, he can either renew the fixed tenancy or serve a notice on him. The only slight thought I have here is at the time this tenancy was created, a landlord had to serve a notice called the Section 20 notice on the tenant, which limited their security. Well if

he got that notice and he holds it, I'm afraid the landlord can give him notice and remarket the property at market rent.

**DUGGLEBY:** Again it's supply and demand, isn't it really? There's no alternative. If the landlord feels genuinely that the rent is below the market level, he's going to raise it and get another tenant.

**SALUSBURY:** Yes, this sort of case is going to become increasingly common because the actual costs of providing housing are rising - utility bills are rising, mortgages have to be serviced - and therefore in this particular case, the landlord might have every justification for seeking a rent rise. The only solution one can think of really is for the tenant and the landlord to get together to negotiate if possible, but at the end of the day the market rent has to be found for the accommodation and the letting to be viable and, therefore, there may, sadly, become necessary for there to be a parting of ways.

**DUGGLEBY:** Yes, right.

**GALLAGHER:** I think John's very unfortunate in that he just missed out on the fair rent regime because before 1989 the law was different and he's been in the property since about 1990/91. If he'd been in there before 1989, he'd have a fair rent. But unfortunately as things stand, and particularly with housing benefit caps, now housing benefit will only pay for the lowest 30% of a property in a certain area. I don't know whether John is on housing benefit, but that may be part of the problem.

**DUGGLEBY:** Could be, yes. Right onto Helen in Manchester. Helen?

**HELEN:** Hello. Yes, we've been renting our house out for the past 6 months or so. Our tenants have contacted us asking if we want to sell after the tenancy agreement's up in August. We like the idea of this, but we have a clause in the agreement with the estate agent that basically says that if we sell to the tenant then they can charge us 3% commission. We want to know if that's fair and if there's any legal way round this clause?

**DUGGLEBY:** Marveen?

**SMITH:** This is a really interesting point in that the Office of Fair Trading are challenging any agent who has such a clause in the terms of business saying that if you sell to the tenant, you've got to pay a fee. But I'd also put a certain amount of caution there in that if the agent still decides to say take you to court or anything ultimately it would be up to a judge to decide and up to you to produce the evidence to the judge that it was an unfair term and therefore unenforceable, so you don't have to pay the fee at all.

**DUGGLEBY:** Comment from you? (*Helen answers/inaudible*) Sorry, say again.

**HELEN:** How can you sort of argue that it was an unfair terms if it was in the agreement?

**SMITH:** Very, very easy. You go onto the website of the Office of Fair Trading and download their guidance and you'll find the information there. There's a lot of information on the Office of Fair Trading website regarding sale of properties and tenancies generally.

**HELEN:** Okay, brilliant.

**DUGGLEBY:** We've got a very similar email which has come in from Peter. And he says in the small print of the agreement he's got from them to act as agents that if the tenant purchases the house at the end of the term 1.5% is due to the agent. And he asks whether this is legal. Apparently it is in the terms, but it wasn't mentioned when he contracted with the agent who managed the property.

**GALLAGHER:** I mean on the face of it, if he has signed an agreement with that term in, then potentially it is valid. But as Marveen says, it might well offend against the un... The Unfair Terms Contracts Regulations are about taking advantage of people either with you know an unreasonable, an extortionate level of fee or because the term

itself is unfair.

**DUGGLEBY:** David, let me bring you in from the National Landlords Association. I mean is that the sort of thing you do? You're probably aware that those are in the terms and conditions, are they, and what do you do about it?

**SALUSBURY:** Well these are in the terms and conditions between the tenant and the agent.

**DUGGLEBY:** Yeah. But do you seek to try and sort of make sure that doesn't occur for your members, for example?

**SALUSBURY:** Well our members are landlords, not agents.

**DUGGLEBY:** Indeed, but the point is that the landlord ultimately if the property is sold - if you have a property that you have a tenant in and the tenant says to you, "Well Mr Salusbury, I'd like to buy the property", it's up to you to say yes or no. But are you aware that if you did it, you might be liable for commission?

**SALUSBURY:** Well this does strike me on the face of it as being somewhat of an unfair condition. I certainly would advise that the situation should be tested before ...

**DUGGLEBY:** *(over)* Don't you think your organisation might have a look at that one because you know if it's a common clause in, then there should be a warning for people to read the terms and conditions before they undertake or you know even they enter negotiations with the prospective tenant who wants to buy?

**SALUSBURY:** Well the answer to that is that we keep the advice that we provide to landlords when retaining the services of a letting agent under constant review.

**DUGGLEBY:** Right, okay. We'll move on now and take Damian in Birmingham. Damian?

**DAMIAN:** Good afternoon. Yeah my problem is that I've got tenants at the moment who haven't paid their rent since June and they keep fobbing me off with oh the coun... They're in receipt of benefits and the council have written to them and they're going to get it sorted and going to get sorted. I'm trying to be as decent as I can, you know, but it's come to a point where you know I think enough's enough. I've phoned the benefits office who've given me nothing but the run around. I've written to the DWP, had a bit of a snooty reply. I replied to that and since had no reply.

**DUGGLEBY:** Were you trying to get an attachment of earnings, were you, or something like that? Is that what you were trying to do?

**DAMIAN:** Well no, they don't earn. They're in receipt of jobseeker's and what have you - the housing benefit.

**DUGGLEBY:** Yeah, I shouldn't have said attachment of earnings. I mean the point is because you don't get the rent direct, it has to come ... This is the problem, isn't it: they get the rent and then they don't pay?

**DAMIAN:** Yes.

**DUGGLEBY:** Let me just bring ... I think John Gallagher from Shelter is pretty familiar with this situation.

**GALLAGHER:** Yes I'm sorry to hear that, Damian. You've obviously been very patient in waiting for the money to be paid. If a tenant is more than 8 weeks in arrears with the rent and they are entitled to housing benefit, then the council are supposed to pay you the rent directly and they shouldn't give you the run around. You are entitled to ask for that and insist on it.

**DAMIAN:** Yes, we'll I've tried that. Sorry to interrupt you. I've tried that and I waited 2 weeks for a reply because I put it formally in a letter, into an email. I chased it 2 weeks later and I was told by Birmingham City Council well you have to wait 28

days for a reply. I said, "Well I haven't had a receipt that you've had it, so how do I know you've had it? Will I have to wait another 28 days if in 28 days I then say have not had a reply?" if you see what I mean. And they said ... Well much shrugging of shoulders later, I was no further along the line, which is why I went to the DWP just to try and get somebody to speak to me because this is the fourth instance of its like. I'm about 6,000 quid down in recent times, you know, and there just doesn't seem to be any attempt to help the landlord.

**DUGGLEBY:** Okay, I think you've made your point, Damian, so let's give the panel a chance to offer you some advice. Marveen?

**SMITH:** I think you need to take legal action straightaway to get possession of your property. Go and see a legal adviser, make sure it's somebody who knows what they're doing. You get a fixed price for it. You get a Section 8 served. You start your legal proceedings 2 weeks later. You get to court, get your possession order and then the court bailiff will evict. They'll be told to stay until you evict because they're on state benefits and then you just remember they may turn themselves round and you can enforce that judgment any time in the next 6 years.

**DUGGLEBY:** I take it you would agree with that, David?

**SALUSBURY:** Yes, I think that is quite robust. As soon as this situation starts, it is best to try and get a grip of it straightaway, as obviously has happened here without success. But this sort of situation, we have a lot of experience of this coming through on our advice line. It does take quite a while to resolve in the way that Marveen has described and I'm afraid you have to brace yourself for a bit of a procedure, a bit of aggravation as you apply the utmost patience to dealing with the legal system, but eventually you will prevail through the necessary persistence and determination.

**DUGGLEBY:** Right an email from Heather in Stratford on Avon. And she is speaking on behalf of her son who lives in a rented property in Leeds and she says that he vacated the property, usual notice served and everything else. No problem with that at all. But unfortunately the agent has not refunded the deposit. Now the

landlord doesn't seem to be in any way at fault here, but the agent has gone bust and he's checked and he's found that the bank has frozen the agent's bank account and he's kind of stuck as to who moves first and who does what. Can we clarify this? We know the deposit is insured and we know it is there, but 6 months has gone by and this deposit hasn't been accessed. John?

**GALLAGHER:** I think it is for him to contact the actual scheme, the Tenancy Deposit Scheme.

**DUGGLEBY:** This is the tenant?

**GALLAGHER:** The tenant. Sorry, the tenant to contact the actual Tenancy Deposit Scheme. But there are some time limits, I think, aren't there? Six months is I think beyond the time limit. That's the only thing that worries me.

**DUGGLEBY:** Well he's been trying regularly, so surely he's been doing his best?

**GALLAGHER:** Yes, yes. I mean undoubtedly he is owed the money and either the landlord personally will be liable for it or the scheme. Obviously the scheme should pay out because that's the purpose of the legislation. So I think his first port of call is to make a claim on the scheme.

**DUGGLEBY:** Notify the landlord but make the claim himself ... herself, I should say?

**GALLAGHER:** *(over)* Absolutely, yes.

**SMITH:** It's also worthwhile him checking up to see if the agent's a member of any of the professional bodies such as the Association of Residential Lettings Agents because they've got client money protection. And if he failed to get it back through the scheme, he might be able to get his money back that way.

**DUGGLEBY:** Right. But we're reasonably certain that the money will be forthcoming? I know it's very irritating as the previous caller said - you know having to wait all this time, going through all this rigmarole - but it is basically safe?

**GALLAGHER:** If it's been protected, it is safe, and it should be paid out once the formalities are gone through.

**DUGGLEBY:** Right, Christine in Kingsbridge, your call.

**CHRISTINE:** Hello there. I've got a house that I let to students on a shorthold tenancy agreement. And a friend who actually lets their house has said there's some new legislation that I need a licence, but I can't seem to find out any information about this.

**DUGGLEBY:** Yeah multiple occupancy this is.

**CHRISTINE:** Is that only for multiple occupancy?

**DUGGLEBY:** Well the panel will answer that question.

**SALUSBURY:** If it is local authority which has selective or additional licensing, which is possible, then there may be a more complicated situation than what is probably prevailing in this case. If it is a multiple occupancy house with five or more occupiers and on three or more storeys, then the property will be subject to mandatory HMO licensing. If there is doubt here, the obvious thing to do is to contact the local authority and seek their advice.

**SMITH:** I think it's actually imperative that she does speak to the local authority because many of them now are licensing all student properties and are not taking prisoners really and they will prosecute a landlord who fails to get the licence. So it could apply to three students sharing and they have a lot of very burdensome conditions. She may prefer, bearing that in mind, to actually reconsider and let to a

family where licensing would not apply.

**DUGGLEBY:** Okay, thank you for that and we'll move on now to Susan. You're raising again apropos the call we just had about the deposit, Susan, but a slightly different angle on it from you?

**SUSAN:** Yes. It's my ex-husband actually. When he left his last cottage, he was asked to redecorate - which he did. And then when he went to collect the deposit, the landlord said it hadn't been done well enough and there would have to be new carpets as well. So he won't hand the deposit back. He's saying it hadn't been done, but it had.

**DUGGLEBY:** Well we assume the deposit in your case again, like the previous caller was, is being protected. It's in a protected scheme, is it? There's no issue about it?

**SUSAN:** I guess so.

**DUGGLEBY:** Well it should be, otherwise the landlord's broken the rule or broken the law.

**SUSAN:** Yes, I guess so. I don't actually know and neither does he. Not the landlord, my ...

**DUGGLEBY:** *(over)* Well there should be a record of it somewhere, so make sure you get that sorted out first. But having done that, it's this a question of the landlord saying well I'll give you some of it back but I ...

**SUSAN:** Well he won't give any of it back. He managed to get ...

**DUGGLEBY:** *(over)* Right, okay, but the issue here is how the landlord can not give the deposit back in return for this work that your husband's done. So David?

**SUSAN:** And he actually wanted the rent for the time it was going to take him to redo it.

**DUGGLEBY:** Right.

**SALUSBURY:** Well I think the first thing to say is that the deposit is the tenant's money by presumption and that it is up to the landlord to justify withholding all or part of that deposit.

**DUGGLEBY:** Which he's trying to do.

**SALUSBURY:** Which he is trying to do. And if you are not satisfied with what you're being told by the landlord, then the scheme with which the deposit is protected has a dispute resolution service called Alternative Dispute Resolution. It should also have an advice and assistance service which is a stepping stone towards full-blown alternative dispute resolution and, therefore, you should go to the scheme and say I wish to raise a dispute.

**DUGGLEBY:** Right, so as the tenant, he's the one who makes the application to whichever scheme this deposit was deposited with. John?

**GALLACHER:** Just on the reasons that the landlord is giving here, there isn't an obligation on a tenant to carry out a full-scale redecoration at the end of a tenancy. It's all a matter of fair wear and tear, and a tenant just needs to keep the property in a state of reasonable decoration. Certainly there's no obligation to replace the carpets. And so on the face of it, the landlord is ...

**DUGGLEBY:** (*over*) Trying it on.

**GALLAGHER:** ... is trying it on, absolutely.

**DUGGLEBY:** Just a general point about this. When you take on a tenancy both from

the interests of the landlord and the tenant, it's just as well to make a photographic record of the condition generally. Is that right, David?

**SALUSBURY:** Well the new environment for letting – that is, the landscape was changed by the Housing Act and we've got the tenancy deposit regulations in force. It is in every landlord's interest to keep full and comprehensive records - in particular good inventory checks on start of tenancy and at the end of the tenancy, so that it can be used as evidence in the event of a dispute.

**DUGGLEBY:** And a walk round saying well you know the paintwork is this or there's a chip there.

**SALUSBURY:** Exactly.

**DUGGLEBY:** You wanted to come in just quickly, Marveen.

**SMITH:** No, I was actually going to emphasise that Susan and her ex-husband should go back and look to see if they have got an inventory check at the start because no scheme will award money if there is no evidence that the tenant caused any damage whatsoever.

**DUGGLEBY:** Okay. An issue that's been raised by a couple of listeners in emails about what I sort of almost call the Good Samaritan thing. They're trying to help out a friend, and in one case - this is Phil - says 'I offered my friend my spare bedroom as he's been forced out of his flat due to rent arrears. I don't want or expect this to be a long-term arrangement, I don't want to be personally out of pocket and I'm a bit worried about the legal consequences of taking in this friend.' And a similar one coming in from Catherine who again has got somebody who wants to have a room and she's perfectly happy with this. And she says, 'How do I find out about the rules which would give both of us safeguards?' I suppose he's going to be a lodger. 'I've never really thought about this situation before, but I want to check that it's lawful. Can the panel just give me some general guidance on letting people into my home?'

**SMITH:** I would say that the first thing is make sure you've got a licence agreement in writing, specifying conditions regarding the property, utilities, who can stay, anything like that, and make sure it's signed, make sure it's for a specified period of time with a get out clause as well if it doesn't go well.

**DUGGLEBY:** With notice built in and that sort of thing?

**SMITH:** Very much so, very much so.

**DUGGLEBY:** And from a tax point of view, you can of course always fall back on Rent a Room, which is quite a good scheme, because it enables you to receive rent which is tax free.

**SMITH:** I think the other thing for any person to do is check their insurance policy to see the restrictions, and if you've got a mortgage check with your lender. But if it's somebody you could say sub-letting to a friend or trying to rent to a friend and they're actually tenants, you will usually find they cannot do that in their tenancy agreement.

**DUGGLEBY:** Yes. We're talking about, I think we're talking about owners here. But you're quite right, I mean if it's owners, yes you can do what you like; but if they're not, then you've got the landlords. And the landlords I think are very worried about this business of sub-letting, I guess. David?

**SALUSBURY:** Well you are putting the relationship onto a different footing here. Phil and Catherine say they're dealing with friends and that's wonderful, so a good situation to be in, but you are putting the relationship on a different level when you enter into a business arrangement, which is what this is. And, therefore, as Marveen quite rightly says, you ought to have it spelt out or you at least give some thought to the expectations of either party and put it down in writing. Even if it's a relatively simple statement it's going to help; and if you are in the situation of taking rent, you are definitely in a business situation.

**DUGGLEBY:** Okay, we'll take on a call now from Sarah in Hackney. Sarah?

**SARAH:** Hello there. Yes, I just wanted to know can landlords and agents legally discriminate against people on benefits?

**DUGGLEBY:** An ideal person to answer that is John Gallagher from Shelter.

**JOHN:** I'm afraid the short answer, Sarah, is yes they can. People who are on welfare benefits, it's not what we call a protected characteristic on which the law prohibits discrimination or choice. I suppose landlords are entitled to and I'm afraid do say that they won't let to people who are on housing benefit or who are on benefits generally. Obviously at Shelter we're very concerned about that because it means that it's difficult enough for people who are on housing benefit to get property in the open market anyway. And now that housing benefit will only pay a limited proportion of the rent in some cases, that makes it more difficult still, but I'm afraid there is no law against it.

**SARAH:** Okay.

**SMITH:** There's also the problem that very often the landlord, lender and his insurer specify that he cannot allow tenants on housing benefit and they insist on people being in full-time employment. So sometimes it's outside the landlord's control.

**DUGGLEBY:** Okay, that's Sarah's call answered hopefully satisfactorily. And Robert has emailed us from London. He's been using a letting agency to let the house, but he's been surprised by the fact that at the end of one year shorthold assured tenancy, David, the agents have popped up and said right another £900 please when he's said all we're doing is just rolling it over. How can they do this?

**SALUSBURY:** Well unfortunately if it is in the agent's terms of business, then they can levy additional charges at the end for what they would describe presumably as administrative costs of setting up the new tenancy. I'm afraid the advice is that when

you're retaining the services of a letting agent as a landlord, you should check very carefully on the terms of business and make sure, to the extent you can, that your interests are protected.

**DUGGLEBY:** I think what lies behind that is the idea that yes you might pay a fee, but I mean for heaven's sake £900 for just ... Because the tenancy, I think I'm right in saying, goes on anyway, doesn't it? The agent doesn't do anything at the end of the year. The tenant stays, the landlord's agreeable, the rent remains the same.

**GALLAGHER:** Renewing a tenancy agreement's just about producing a piece of paper, which is the tenancy agreement.

**DUGGLEBY:** Yes. £900?

**GALLAGHER:** Hardly worth £900.

**DUGGLEBY:** But you can't go to court because it's in the small print.

**SMITH:** It's very common in London and the South East, and if the terms of business are very clear - which most sensible agents ensure nowadays - then I'm afraid the landlord has to pay. Otherwise if he doesn't pay, it'll be up to the court to decide.

**DUGGLEBY:** Okay, Jeanie in Cornwall, your call now.

**JEANIE:** Hi there. Apologies for the crackly line.

**DUGGLEBY:** Don't worry, we can hear you clearly.

**JEANIE:** Okay. My son is at university and he will be moving out of halls, as they do, and looking for a place to rent. They all want to stay together, so there's about six or seven of them that are looking for a house. They found a house and they're going

through a letting agent, so they've all coughed up £20 a head for finding this house. And then when they came to the agreement, they all have to sign an individual guarantor which says that basically if one of them then drops out, they have to find another party to fill the gap; if there's any damage on their behalf ... you know, and all of that is fair enough. But then they came with a separate one for the parents to sign saying that we as parents have to be responsible for all seven of them.

**DUGGLEBY:** Okay, Jeanie, I'm going to interrupt you there because we've got the gist of this and the panel are all nodding because I suspect they've heard this one before. Who's going to start?

**SMITH:** Well I would say joint and several liability and all these seven people are liable for the damage and they're saying you as parents should also be liable. You can try and negotiate that liability down, but I'm afraid it's very common practice to protect the landlord.

**DUGGLEBY:** John?

**GALLAGHER:** I'm afraid that's right. Strictly speaking, you can only have four joint tenants and the other three are in a different position. But it is joint liability, as Marveen says, and it's a question of whether the parents want to actually become involved as guarantors in that situation. They need to take advice themselves on the situation.

**DUGGLEBY:** And a very quick comment from you from the other perspective, David.

**SALUSBURY:** Well these young people would appear to be still students and it is very common, as has been said, for guarantors to be sought and they are very usually the parents.

**DUGGLEBY:** Indeed. Right we've just had an email, a quick email from somebody

called Emma in Welwyn Garden City who says, 'My tenant agreed to buy a property from me and they too were required to pay a 2% agent's fee. I challenged this with the agent and they said it was no longer enforceable, so neither of us paid the fee.' Well we have no means of proving that one way or the other, but you're nodding Marveen.

**SMITH:** Yes well effectively there was a case called Office of Fair Trading versus Foxton's and the judge there said he thought it was incomprehensible that anybody would want to pay a sales fee. But that was not the actual judgment; it was his opinion.

**DUGGLEBY:** Right, okay. Well we'll have to leave that one hanging in the air because we've run out of time. But my thanks to Marveen Smith from Pain Smith; John Gallagher from Shelter; and David Salusbury, Chairman of the National Landlords Association. As usual, lots more information and links on the website: [bbc.co.uk/moneybox](http://bbc.co.uk/moneybox). You can listen again, read a transcript of the programme in a couple of days time. Paul Lewis will be here on Saturday at noon with the next edition of Money Box and I'll be back same time next Wednesday afternoon to take more of your calls on Money Box Live talking about energy prices - which companies are offering the best deals.