

THIS TRANSCRIPT IS ISSUED ON THE UNDERSTANDING THAT IT IS TAKEN FROM A LIVE PROGRAMME AS IT WAS BROADCAST. THE NATURE OF LIVE BROADCASTING MEANS THAT NEITHER THE BBC NOR THE PARTICIPANTS IN THE PROGRAMME CAN GUARANTEE THE ACCURACY OF THE INFORMATION HERE.

MONEY BOX LIVE

Presenter: VINCENT DUGGLEBY

TRANSMISSION: 14th APRIL 2010 3.00-3.30 RADIO 4

DUGGLEBY: We're talking about renting and letting on this afternoon's programme, trying to balance the interests of tenants who need somewhere to live at a reasonable rent and landlords who are looking for a decent return on an investment where capital growth may well be the long-term goal. The housing market's changed radically in the last couple of years and mortgage finance for buy-to-let has become far harder to get, so even those who want to buy more are unable to do so. Tenants, on the other hand, may be tempted by low interest rates and a wider choice of properties and may wish to become owner-occupiers despite the economic uncertainties. Of course there's a huge difference between someone letting a flat for a couple of years (perhaps because of a job change) compared to managing a portfolio of rented property; but the same regulations and tax rules apply regardless, so you shouldn't get involved without some professional help or you could end up with a big fine. Different types of property have different procedures - multiple occupancy by students, for example. Safety checks, energy performance certificates, deposit protection are three particular areas of concern. And among the most common questions we get are what to do if the landlord refuses to carry out essential repairs or the tenant fails to pay the rent? Disputes are best solved by good communication backed up by a clear understanding of the law. So if my guests on Money Box Live can help, by all means call us on 03700 100 444. With me in the studio two solicitors, Marveen Smith, a partner at PainSmith; and John Gallagher from the housing charity Shelter. They're joined by Simon Gordon, Head of Communications at the National Landlords Association. And Sarah in Oxford, you've got the first call.

SARAH: Yes, hello.

DUGGLEBY: Yes, hello Sarah.

SARAH: I was just wondering what extra costs I would incur when renting my property out at £690 a month?

DUGGLEBY: Now is this ... a house or a flat, is it?

SARAH: It's a house.

DUGGLEBY: Right. Now you're not going to be living there. Is that right?

SARAH: Well I may do. I may move into the spare room or I may decide to just rent the whole property out.

DUGGLEBY: Okay, well there's particular circumstances when you're going to carry on living there. Marveen?

SMITH: Well if you're carrying on living there, there is a rent-a-room scheme which allows you to earn a certain amount of money per year without actually paying any tax on it. If you're going to rent out the whole house, I'd say one of the things you've got to bear in mind is you *must* get in touch with Her Majesty's Revenue & Customs and get a tax return because many people don't get a tax return annually and it's your obligation to actually complete that tax return and actually submit it annually by January 31st in each year.

DUGGLEBY: But £690 is more than you'd have to get tax free from rent-a-room, so you would have to pay some tax on some of that.

SMITH: You most definitely would have to. But there's a lot of deductions - such things as mortgage interest, your insurances.

DUGGLEBY: Yeah, but very difficult of course when you're only letting out part of the house, isn't it?

SMITH: If you're only letting out part, there'd be very limited deductions there. I would actually also say there's a lot of other pitfalls in renting out a room because you have to be very, very careful it's somebody you're going to get on well with. They may seem very nice in that first interview, but living in such close proximity can be extremely difficult.

DUGGLEBY: John?

GALLAGHER: Well staying on the same theme, I think people when they take people into their own home, they have to be very careful to set out the rules and regulations. Maybe in the form of written agreement. It doesn't *have* to be a written agreement, but there are lodging agreements that one can get in these situations. Having said that, normally with a periodic monthly or weekly agreement - if it doesn't work out, then reasonable notice on either side will usually bring it to an end.

DUGGLEBY: But important, Simon, here. This would not be the shorthold assured tenancy, which would normally apply of course if it was a separate ...?

GORDON: (*over*) No - no it would not, no. I'd echo what my two colleagues say. I think there are all sorts of things you can set against rent for tax purposes. I think what Sarah needs to do is thoroughly investigate all of those, take proper professional advice. But she also needs to remember the pitfalls if she's renting part of the house out. You've got to be absolutely certain.

SARAH: Where would I get this advice from?

SMITH: Probably the easiest place is perhaps ... Well free advice - Citizens Advice Bureau, yuh? And well my colleague here from Shelter, I'm sure will be able to help. And there's others - legal advice centres, people locally, log onto the Internet.

DUGGLEBY: As far as the tax position's concerned, Sarah, you just need to get hold of some annual tax guide which will explain the rent-a-room scheme. I mean it seems to me what you're saying is you're trying to let out too much of this house and it's kind of falling between two stools. If you're going to live there basically and you want tax free rent - it won't be £690. It's somewhat less. I forget the exact figure...

SARAH: Okay.

DUGGLEBY: ... but that will be explained in a tax book. And then you can see what other services you may wish to provide because there is in tax ... you can, funnily enough, be able to provide a certain service. I mean you can cook meals or something like that, which adds to the services that are offered.

SMITH: Can I also suggest you go on the HMRC website, which is hmrc.gov.uk, and that will actually give you a lot of very comprehensive, well written advice about renting out property.

DUGGLEBY: Marian, you've got a similar question. You're ringing us from Helston.

MARIAN: Yes. I wanted to let out a large room with its own kitchen and a lightly used bathroom, and I live in the house ...

DUGGLEBY: *(over)* Right, well the same principle ...

MARIAN: ... for about oh say about £80 to £90 a week, but that's all in with all the fuel and everything.

DUGGLEBY: That sounds ... As I say, I haven't got the figure on the tip of my fingertips.

MARIAN: But I'm quite a poor pensioner and I don't want to be hit by tax. I'd rather not do it than make £70 a week, do you see what I mean?

DUGGLEBY: Well again I ought to have the actual maximum figure. It's something of the order of £4,000 a year, is it, something like that?

SMITH: I think it's about £4,340. Something like that.

DUGGLEBY: Yes, something like that. So it's about, what, 9 ... 90 ... £90 a week, is it, something like that, the figure?

SMITH: Yeah.

MARIAN: £80 to £90.

DUGGLEBY: Yeah. I mean you're okay. It sounds like what you're going is okay.

MARIAN: That would be inclusive of huge fuel costs that I get.

DUGGLEBY: Well of course the fuel costs would be part and parcel of running the house overall for your own benefit. This is what rent-a-room is designed to do. It was actually originally designed to help people like you, Marian ...

MARIAN: Yes.

DUGGLEBY: ... who had a spare room, and it was tax advantageous for you to let it out rather than leave it empty. So I think you know this could be a very good avenue to explore. You might even like to go down to your local council because they may well have people who are looking for accommodation.

MARIAN: Well they'll start charging me the rates then, won't they? (*laughs*)

DUGGLEBY: Well you say it's including council tax. Well no because you're paying the council tax anyway. You can always ...

MARIAN: I'm not.

DUGGLEBY: You're not paying council tax?

MARIAN: No, because I'm so poor.

DUGGLEBY: Ah!

MARIAN: I don't have to. You see what I mean. I've dropped below the line.

DUGGLEBY: Right. Well now I think that's something you just ought to be checking out because if you're in receipt of benefits from the council, then that's a different matter, John, isn't it?

GALLAGHER: Yes.

MARIAN: *(over)* That's what I wanted to know because it may not be worth it.

DUGGLEBY: I wouldn't start trying to take lodgers or paying guests or any of that sort because it changes your income profile, and that of course could well mean that your council tax would be ... *(panel agree)*

MARIAN: It's a £1,000 a year on this property at least.

GALLAGHER: It is possible in some circumstances, Marian, even though you're on benefits to take lodgers. Obviously the income, you will have to declare it and it will be taken into account in the assessment of your benefits.

DUGGLEBY: And of course again, you know trying to keep below the tax threshold is also

important if you have other sources of income. Right, Peter in Dorchester, your call?

PETER: Hello. Yes, I'm on the coast down from Dorchester. I rent a very rural cottage. It's got a beautiful garden and it's a very lovely cottage. It has a very old Rayburn and one of the questions is does the Rayburn qualify to have a safety certificate like other heating appliances and that sort of thing? It heats the water.

DUGGLEBY: What is it driven by - gas, oil, electricity?

PETER: Solid fuel - coal and logs.

DUGGLEBY: Okay. I think the answer is if it's solid fuel ... Does it fall outside, Marveen?

SMITH: There is no safety legislation regarding solid fuel safety certificates, although any prudent landlord obviously would have it serviced annually. And I think if you are concerned about it, I would speak to your landlord and see about getting it checked.

DUGGLEBY: And that would be under the ...

PETER: *(over)* When I go to bed at night, when I make it up and go to bed at night, I can actually smell the smoke and I've been waking up with headaches.

SMITH: In that case, you must speak to your landlord urgently.

GORDON: I think this is a communications issue. You say it's old as well, Peter. I think you should certainly discuss with your landlord, having it properly examined and serviced, particularly if you're having complaints with your health as a result.

DUGGLEBY: And this is part and parcel, John, of the normal requirements on a landlord to repair and maintain.

GALLAGHER: Well the landlord is responsible for maintaining the main installations for

the supply of gas and water and electricity. Unfortunately, it doesn't always extend to the appliances. Now I think a Rayburn would tend to be an appliance and may not automatically be within the landlord's statutory responsibilities.

DUGGLEBY: It's covered by an agent. The agent is a chap who lives down the road and he pops in. But he's constantly popping in of his own accord. He doesn't let me know when he's coming.

DUGGLEBY: Wai... wait a minute! Marveen, that's raised a *completely* different issue.
(laughter)

SMITH: That's an entirely different issue! By law you must be given 24 hours written notice. And may I suggest if the agent keeps popping in, as you say, I would change the locks.

DUGGLEBY: I'd tell him to pop out.

SMITH: Yes, definitely. I think also, by the way, if you find ...

PETER: Are you allowed to change the locks?

SMITH: No, I'm sure your tenancy agreement says you can't change the locks, but if somebody keeps coming in without authorisation, *of course* you change the locks and you tell them they can't come in. The other thing is if you find the agent and landlord are not receptive to carrying out work to this Rayburn, get in touch with local environmental health and get them down there. They've a lot of powers under the Housing Act 2004.

PETER: Okay. And he's always in the garden and things like that because the garden's very large.

DUGGLEBY: (laughs) This is quite an extraordinary story, Simon. I'm sure your members wouldn't be encouraged to walk into the garden and ...

GORDON: No, no, they would not. And, Peter, the agent should not be popping in, as you put it, and certainly not popping into your garden. He should be addressing issues like this Rayburn. You are allowed to have the enjoyment of your property and he should leave you in peace. So I think you should certainly remind him of the limitations of his duties.

PETER: Thanks very much, gentlemen.

DUGGLEBY: We must move on. Nigel in Warwickshire, your call now.

NIGEL: Good afternoon everybody.

DUGGLEBY: Good afternoon.

NIGEL: We've just had part of our house recently refurbished. It's an extension to the side of the house, which is accessible through a cupboard under the stairs door, which we've had to put a fire door on, two fire doors. And we're wanting to use that to raise funds, so that we can send our daughter to university hopefully this September, October. Now it is fairly well self-contained, but it is part of our living quarters. We've given up the dining room, etcetera, and summer room. Now I know you've already mentioned the rent-a-room scheme, but is it better to take advantage of the rent-a-room scheme where I believe you can earn up to about £4,250 tax free, or would it better to use an agent, rent it out? And also what about insurance? What would you recommend?

DUGGLEBY: I'm not quite sure exactly what you're doing. But it sounds to me, John, as though this self-containment could almost constitute a separate dwelling, which means the local authority will be interested to look at the possibility of charging extra council tax and things.

GALLAGHER: I think that's possible.

DUGGLEBY: It depends on the facilities.

GALLAGHER: It may not fall within the rent-a-room scheme, I'm afraid. It depends whether it counts as a separate dwelling.

DUGGLEBY: Yeah, that's it.

GALLAGHER: And even though it's an ex and even though there are connections between the two parts of the house, if it has all its own facilities and it can be treated as a separate dwelling - its own entrance, its own exterior entrance - than it may well be a separate dwelling.

DUGGLEBY: Is that the case, Nigel? Have you got a separate entrance?

NIGEL: We have got a separate entrance. But we used to have a garage door, so we've now put a side door on, so there is access to it.

DUGGLEBY: I just have a funny feeling that you ought to check this out with your local authority because I think ... I mean I think as long as you're not having it occupied by somebody else, you could claim it's part of your main residence. Once you block it off and effectively don't use it - I would guess, yes, I mean of course once you've done that, Marveen, you can rent it out under normal circumstances. Sorry it's occupied separately, no shared facilities.

SMITH: Yes, definitely. But one thing I think is very important. You mentioned the word 'insurance'. You *must* inform your insurer because if you *don't* inform your insurer ...

NIGEL: *(over)* Would you recommend a separate insurance?

DUGGLEBY: Well if you were going to have a tenant in there, yes you would have to. But not if you don't because obviously it's part and parcel of your own home. You can put in fire doors if you want to. It doesn't mean anybody else is going to occupy it.

NIGEL: Yeah. So you really need to clarify with your local council and see what the

standing is?

SMITH: Yes. I'd say local authority regards planning and also ...

DUGGLEBY: *(over)* Planning's another thing, yes.

SMITH: ... and also with your insurer to make sure that there's no special conditions they're going to impose. And with your lender, if you've got a lender - making sure they're quite happy with it because there will be specific conditions on your mortgage.

DUGGLEBY: Have you any experience of this, Simon, where somebody's actually effectively split their home into two properly?

GORDON: I can't think personally of any NLA members that have done this, but I'm sure one or two have. But I think the theme that runs through a number of these questions is you've got to do your homework. You've got to investigate and talk to all the relevant groups. As Marveen said, you must talk to your lender, you must talk to your insurance brokers. You should talk to your local council before embarking on anything like this at all. You've got to make certain that you are covered in every way and that you're not incurring costs that you would not expect to incur.

DUGGLEBY: Okay, a couple of emails now. This one is from Chris in Bristol, and he says: 'When my current tenancy agreement expires, I will go onto a month by month rolling contract, but I would like to know what stops the agent/landlord increasing the rent and how much notice would they need to give?' Marveen?

SMITH: Well if it's a periodic tenancy, which means it goes from month to month, then they must serve a notice called a Section 13 notice on you to increase the rent. That can be served on you annually. And when that's served on you, you get one period of a tenancy - that's how your rent is paid - to decide if you're going to accept it. And if you don't want to accept it, you can apply to the Rent Assessment Committee to have them look at the matter and decide what the market rent should be.

DUGGLEBY: And here is Rayeed in Cardiff and he says: 'I have a tenant who's fallen into arrears of one month. And we came to an agreement for him to pay it back over the total term of the tenancy, but two months have now passed and he hasn't made any arrears of payment. So this current shorthold assured tenancy expires in August and I really can't see myself being able to do any more agreements with this tenant, so how should I proceed?' John?

GALLAGHER: Well if you have decided that unfortunately the relationship between you and the tenant really can't continue, then it would be open to you to serve a notice now, which would expire at the end of the tenancy. And then it could be that the tenant would then take perhaps the arrangement more seriously, would then actually make up the missing month and that might change things altogether. If not, it gives you the option of going for possession at the end of the tenancy.

GORDON: I'd agree with what John's just said, yes, about serving the notice now. You would run the risk of course that in effect the tenant may then decide this relationship is dead and you may not get any further rent or the back rent at all, but I think decisive action is needed now.

DUGGLEBY: Yes, indeed. My colleague Paul Lewis has emailed us in and given us the numbers on the rent-a-room scheme. The limit is £4,250 a year, which is £354 a month or £81 a week. And if you charge more, you can either pay tax on all the excess over £4,250, or you can forget about that sum and work out the profit on the whole lot and pay tax on that. And he says, 'I'm surprised the panel didn't know that.' *(laughter)*

DUGGLEBY: Okay, let's move on. Adrian in High Wycombe, your call.

ADRIAN: Hello. I was made redundant from my agricultural job five years ago, which meant that I could stay in the tied cottage that I was in and the rent was set at £680 a month. And I was led to believe at the time that I would be paying that amount for as long as I wished to stay in the property, which could be until you know I pass away. However ... And in my tenancy agreement, which is an assured tenancy, there's no statement in there at all about rent appraisals of any sort. And I'm just wondering where I stand on this one because they wish to

put the price up to £750 a month now.

DUGGLEBY: Yeah, a shorthold assured tenancy always starts with a starting rent, but it's not a requirement to put any warning of future rises.

GALLAGHER: No, it seems as if Adrian might benefit from the special rules for agricultural occupiers. Can I just ask when your tenancy started, Adrian?

ADRIAN: It started on 15th June 2005.

GALLAGHER: Right, right.

ADRIAN: And I worked here 16 and a half years before that.

GALLAGHER: 16 and a half years *before* that ...

ADRIAN: Yeah.

GALLAGHER: ... which would take us back to 1989.

ADRIAN: Yeah. I know there's a line in between, two differentiations here.

GALLAGHER: That's right, the law did change in 1989. It sounds to me as if you may actually be a rent act protected tenant because if your rent has been set by the rent officer or the valuation officer, then that means that you have the benefit of a maximum fair rent, which can only be increased every two years. Obviously agricultural occupancies are complicated and I think you may need to take advice. You're welcome to go to a local Shelter office or Citizens Advice Bureau. But if you are a protected agricultural occupier, then your rent can only be increased through the rent officer every two years.

DUGGLEBY: John has called us and says as a landlord on this same subject, how can he receive a reasonable rent from a protected tenant? Again, the same subject: what is

reasonable?

SMITH: I'm afraid you'll never get what a normal landlord would regard as reasonable. You'll not get a market rent from a protected tenant because they are protected under regulations, 1999 regulations. The rent can only be increased every two years. It's 7.5% plus inflation for the first increase after 1999, then 5% plus inflation every two years thereafter. Your only recourse is to the Rent Assessment Committee, especially if the landlord's carried out improvements to the property.

ADRIAN: So where does that leave me at the moment because you know, as I say, there's nothing in my agreement about rent appraisals?

SMITH: Well I don't think that your landlord can actually just increase your rent the way he has done at the minute. That's why I think it's very important, as John said, you actually take this document down to the CAB, Shelter, somewhere because we both suspect, John and I, you've got a lot more security of tenure than you think.

GORDON: I think I'd agree with that.

DUGGLEBY: Okay, Jane in West Midlands, your call now.

JANE: Oh hello there. I'm a disabled tenant, a private landlord, and I need some help with repairs to my home. How much can I rely on my landlord to help me with that or do I need to do it myself?

DUGGLEBY: Well, Simon, I mean landlords have specific responsibilities for maintaining a property in reasonable repair.

GORDON: Yes, they do. Can I ask Jane, are these repairs connected with the fact that you're disabled?

JANE: Yes.

GORDON: Are they general repairs?

JANE: No, it's things like help to get upstairs.

GORDON: So they're not strictly speaking repairs then. They're modifications to the property?

JANE: Yes, yes.

GORDON: The landlord is supposed to carry out *reasonable* alterations to facilitate you.

JANE: Right.

DUGGLEBY: But the local authority has a responsibility here, doesn't it?

GORDON: And there are local authority grants available for that.

JANE: Oh really? Yes.

GALLAGHER: It may be possible, Jane, to get a disabled facilities grant ...

GORDON: Yes, exactly.

GALLAGHER: ... and that will assist because certainly the landlord would not be able to refuse permission to make the improvements if the grant were available. It's slightly more difficult if more resources are required to improve the property.

DUGGLEBY: When you took out the tenancy, Jane, did you take it out in ...

JANE: I wasn't disabled at the time.

DUGGLEBY: Ah, right, Marveen?

JANE: Does that make a difference?

SMITH: Not really, no, because under the Disability Discrimination Act, the landlord has to make reasonable adjustments. So certain small things, he would have to do. But the major things - if you require something major, something structural, such as getting upstairs - he can't refuse. But, as both my colleagues have said, the first port of call from your point of view is your local authority who will actually probably provide a grant. The only thing I would warn is if you leave that property, you'd have to put it back as found at the end.

JANE: Ah! Oh right. (*laughs*)

GALLAGHER: The authority will probably provide a report from an occupational therapist, and that's your first step towards applying for the grant.

JANE: Thank you very much indeed.

DUGGLEBY: Okay, thanks for that call. Now Robert in South Wales.

ROBERT: Hello.

DUGGLEBY: Hello Robert.

ROBERT: Right, my wife and I bough a flat about four years ago and we pay a ground rent each year to a managing company. The managing company have brought to my attention that they require a payment for their records each time the tenant changes. Now I've had very good tenants over a period of three and a half years, but each time the tenant changes theoretically I'm due a payment. They are due a payment of £140. I spoke to the solicitor who originally handled the purchase of this property and she says that she doesn't think they have a right to ask for this money.

DUGGLEBY: Okay, Robert. I think it probably depends on the lease, but Marveen?

SMITH: Yes, I think you need to go back and look at that lease. If you haven't got it, get a copy from your managing agent now and look through. If it allows them to charge for you sub-letting - which is what this is called - then I'm afraid you would have to pay that charge. If that's not within that lease, they are actually exceeding their authority.

DUGGLEBY: But the question of the exact amount, Simon, is that at the discretion of the leaseholders?

GORDON: I think it depends what the lease is actually.

SMITH: *(over)* There's this magic word called 'reasonable'.

ROBERT: *(over)* It strikes me that ... Sorry. It strikes me that £140 every potentially 6 months when the short-term contract is up is a lot of money to ask.

DUGGLEBY: Mind you, as Money Box has found out, there's all sorts of charges being imposed on people who change their own addresses when they've got motor insurance. These charges seem to be creeping in everywhere. So it's money for old rope in a sense, but I mean obviously there is a cost to it. I doubt if it's £140, but again very difficult to ... I mean I would just write to them and say it's an unreasonable charge. Please justify it.

ROBERT: Which is exactly what I've done and they've not done that.

DUGGLEBY: They just told you they're not going to do anything?

ROBERT: Well they said twice that they hadn't received my letters *(laughs)* ...

DUGGLEBY: Oh right. Well let's just cover that little point about people who say they haven't received letters because that in the renting and letting business is quite important - as to whether you've received something or not; particularly where there are noticed periods

involved.

SMITH: Well actually, funny enough the law does take care of that, and there is a law that says if you send something by first class post, it's deemed delivered two working days later (that excludes Saturday, Sunday, bank holiday) and there's case law to prove that. Now I'm saying a notice. I think you're probably pushing your luck if a tenant said they hadn't received it and you sent it by post. Prudence says reserve it. But I think in your case, I would actually probably send a copy of the letter again, point out you've sent it twice and actually probably send it recorded delivery as well.

GORDON: I was going to say. Have you sent it recorded delivery?

ROBERT: Well the last time, I sent it by email. So they must have it, but they've not responded to it in any way whatsoever.

GORDON: Are they very far away from you?

ROBERT: Yes, they are.

GORDON: Ah! I was going to say you could go and deliver it in person.

ROBERT: No, it's a London coding company.

DUGGLEBY: I often wonder what the le... There presumably is legality of sending emails, (*laughing*) but I mean emails seem to get lost just as badly as other items of post.

GALLAGHER: Emails are not necessarily a good??

SMITH: (*over*) No, I agree.

GALLAGHER: You have to prove they've been received.

DUGGLEBY: Indeed, okay. Vaughan, your call now in Nottingham.

VAUGHAN: Oh hi. My partner and I have lived in a privately rented cottage for 12 years. The landlord died last year and his daughter and son-in-law took over as executors and they gave us 2 months minimum requirement notice to leave. During the 12 years we were there, we installed at our own expense a central heating system complete and a fitted kitchen. The situation between us is quite acrimonious, as you can imagine. But have we any recourse in getting the money back or some money back to the improvements that we actually made on the property while we were there, please?

DUGGLEBY: Interesting question. There are two issues.

GORDON: *(over)* Did you, Vaughan ... were they aware you were doing this? Did you do it with their full consent?

VAUGHAN: Oh absolutely, yes.

GORDON: You did?

VAUGHAN: Yes. Yes we did indeed.

SMITH: Well I would say that any fixture and fitting put in by a tenant becomes the fixture and fitting of the landlord at the end of the tenancy without any compensation to the tenant. But the way most judges look at it - if you actually said we think we're entitled to x amount compensation, many judges would look at the benefit to the landlord, how it's improved his property, and may award you some money. But I'm afraid the word is *may*. There's no certainty you'll get that money back.

VAUGHAN: I figured something like that anyway, but you know it was worth an ask, and it's also of course a cautionary tale to any other people renting property. You know if you are going to spend a lot of money on it, don't expect to get it back.

SMITH: I'm afraid so.

DUGGLEBY: And also of course if the owner dies and it passes to children or other relatives, of course don't expect them to necessarily take the same attitude as the previous owner. I'm afraid once something falls into a new estate, the new owners (as they are) are free to do what they like regardless of what you've done. (*Vaughan interjects*) Sorry, I must cut you off because I want to take one more call from Amber quickly in Warwickshire. Amber?

AMBER: Hi there. I've got a flat in Battersea at the moment. I'm currently living overseas in Ethiopia for definitely the next 3 to 6 months, so I need to know when I become an overseas landlord and what the implications are?

DUGGLEBY: Okay, well you're breaking up rather badly, but overseas landlords. Simon?

GORDON: Again you've got to do your homework. You've got to use every possible source of information. You've got to understand what you're doing when you're renting just as you would if you were a landlord based in the UK. You've got to investigate the tax regime, you have to investigate your responsibilities to the tenant. And you might well be advised to consider obviously, because you're not on the spot, using a letting agent.

DUGGLEBY: Yes, I mean a letting agent seems to be the obvious answer here, John?

SMITH: Very much so.

GALLAGHER: It's essential having to use a reputable letting agent here, so that the tenant has somewhere to go if there's any problem and so the tenant has somewhere to ...

DUGGLEBY: (*over*) There is also the question of you know under what tax regime are you because if you're only abroad for 6 months of course you're still falling fair and square under the British tax system.

SMITH: I would also say if you're only going to be abroad for 3 months, I think you're

wasting your time because any tenant, no matter what length of time you make the tenancy - say 3 months - then basically still 6 months security of tenure. You might not get your home back when you want it.

DUGGLEBY: Okay, many thanks panel. That's barrister Marveen ... I beg your pardon, Marveen Smith, a partner of PainSmith; John Gallagher, Principal Solicitor at Shelter; and Simon Gordon from the National Landlords Association. And as usual, there's lots more information and links on the website: bbc.co.uk/moneybox. And you can also ring the information line on 0800 044 044. Now Paul Lewis will be here for Saturday's Money Box, and he'll be interviewing Alistair Darling about Labour's plans for personal finance, followed a week later by George Osborne for the Conservatives, and then Vince Cable for the Liberal Democrats. And for the next couple of weeks, Paul will be taking your calls on Wednesday afternoons, Money Box Live. I'll be back in May