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MONEY BOX LIVE

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DUGGLEBY: Good afternoon. We're talking about renting and letting on the programme today, a market which has changed radically in the last couple of years as so-called reluctant landlords found themselves unable to sell. If it was a question of moving to a new job, there's often been little choice but to become a tenant and a landlord at the same time. Happily recent price rises, coupled with a better supply of mortgage finance, have meant that transactions have recently picked up. Of course there's a huge difference between a one-off let for a year or two and someone 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 for students, for example. Safety checks, Energy Performance Certificates and deposit protection are three areas of concern. And among the most common questions we get are what to do if a tenant fails to pay the rent or a landlord refuses to carry out essential repairs. Hopefully we can deal with both sides of the argument in situations which can become very heated, but which are best solved by communication backed up by a clear understanding of the law. And if my guests on Money Box Live can help, by all means call us - as many of you already have. 03700 100 444 is the number, and with me in the studio: Tracey Bloom, a barrister at Doughty Street Chambers and Vice Chair of the Housing Law Practitioners Association; John Gallagher, principal solicitor at Shelter; and Simon Gordon, Head of Communications at the National Landlords Association. But before we take your calls, more on the Supreme Court judgement on bank overdraft charges, which

seemingly has ruled in the banks' favour. Paul Lewis has been following the case brought by the Office of Fair Trading. So, Paul, does it mean that all the outstanding complaints - I believe over a million - are bound to fail now?

LEWIS: Well that's certainly what we thought as soon as the judgement was given, to great surprise, this morning. There are, as you say, thought to be a million cases in the pipeline. They've all been held pending this review. The Financial Services Authority has told me now that that permission not to deal with these complaints has now been lifted because the case is over, and that means the banks have to deal with every individual case within eight weeks and they have to investigate them under the normal rules, which means competently, diligently and impartially. So the banks have got a very big job. Whether they'll all fail is not certain. It depends really on the grounds on which they were made.

DUGGLEBY: But new complaints can still be lodged?

LEWIS: They can indeed. And the thing that surprised me, having now read the whole judgement, is the length to which Lord Phillips, who's President of the Supreme Court, went to to set out how the Office of Fair Trading *could* have challenged these rules. It took a very narrow view and he is suggesting, and indeed other judges there suggested, that a broader challenge to the fairness of the whole contract on overdrafts might be possible and that might even be allowed to go as far as Europe.

DUGGLEBY: What callers to Money Box are asking is does this now give the banks a free hand to charge what they like?

LEWIS: No, I don't think it does. Certainly what they charge has to be absolutely clear. If they don't explain clearly and you don't agree to it clearly, then they can't make the charges. But it certainly seems that the way is open to challenge the overall package of bank charges on overdrafts, and that is something I'm sure the OFT will be looking at. But of course the thing we do know, Vincent, is that the fears that we might suddenly have to pay for our current accounts or to take money out of an ATM

- those have now been pushed well into the future, if they ever existed before.

DUGGLEBY: Indeed, free banking apparently no longer under threat. More people of course don't transgress than do, as we're constantly being told. Paul, thanks very much, and I'm sure you'll be dealing with the whole issue in more detail in Money Box on Saturday.

LEWIS: We will indeed.

DUGGLEBY: Indeed. Thanks very much. And we'll now move back to the renting and letting and take our first caller who's Jane in Bristol.

JANE: Hello.

DUGGLEBY: Hello Jane.

JANE: Hi there.

DUGGLEBY: Your call.

JANE: We're in the process of buying a flat in a conversion property as a buy-to-let. I just wanted some advice on the responsibilities as a landlord, particularly with relation to fire systems, given I think some recent legislation changes.

DUGGLEBY: So this is the first buy-to-let property you've got?

JANE: Yes.

DUGGLEBY: Okay, so you're starting from scratch?

JANE: Yeah.

DUGGLEBY: Simon?

GORDON: Well, as you'll appreciate, Jane, you're responsible for the fire measures in your property. You've got to assess the fire risks, take appropriate measures. In some instances, these measures, as you imply, are prescribed; in others they're not. I think, to broaden this out a bit, you've also got to have a gas safety check, an annual gas safety check by a registered gas installer, and, of course, you've also got to protect the deposit of your tenant with one of the three government authorised schemes. And in addition, you have got to provide your tenant with an Energy Performance Certificate to show what the rating is for the property, and you have to show that to a prospective tenant at the earliest opportunity, before you enter into a contract.

DUGGLEBY: Was this a new flat, or is this a new flat you're buying, Jane?

JANE: It's a new flat. Well it's a flat within a conversion property.

DUGGLEBY: Yeah. Because actually if it's been converted, there are various regulations that have to be obeyed by the builder - so safety and things like that, fire escapes and that sort of thing have to be provided under housing law. John?

GALLAGHER: It may be worth contacting the local environmental health department because ...

DUGGLEBY: (*over*) Or the building department.

GALLAGHER: Yeah, that's right, because each flat and each block will have different requirements according to the nature of the building. So it's difficult to be prescriptive about each particular case, but environmental health will, I'm sure, be able to assist.

DUGGLEBY: But Jane, you should get amongst the packet of papers that your solicitor should have prepared for you, you should have things like an electrician's

certificate saying that that's been tested. The gas safety certificate has got to be there. There's an awful lot of certificates when you buy a property that's been converted or indeed a new build. Okay we'll move on now to Lewis in Durham. Lewis?

LEWIS: Hello.

DUGGLEBY: Your call.

LEWIS: Hi. Yes, just wondering if you can give me some advice about the overall situation. I'm renting and I'm paying about 300 and ... sorry about 490 odd pounds a month; but housing benefit is about 360, so there's a shortfall of about 700 a year roughly speaking. I'm in a nice place and the landlord's wonderful, but the whole situation of the differential between what's being paid out according to the official assessment of what should be paid out versus the sort of real market value that people command is quite different.

DUGGLEBY: (*over*) Indeed Lewis, yes. Unfortunately when you're on housing benefit, you don't just get the rent automatically paid for you. Tracey?

BLOOM: No, I mean I think unfortunately you're in a difficult situation. There is a shortfall. You're not really going to be able to do anything about it. Obviously tenants can take their rent to rent assessment committees in certain situations to have the rent looked at, but I think it's highly unlikely that that would help you. But I mean obviously that's an option. The danger you face in that situation, of course, is if you're on an assured shorthold that your landlord will seek to terminate the tenancy.

LEWIS: Well indeed. That's the point - is not to upset the boat, you know. I think a lot of people are in a similar sort of boat to me simply because you know there isn't really the income these days in this country to ...

DUGGLEBY: John?

GALLAGHER: I wonder if you've considered, Lewis, applying for a discretionary housing payment? There is something called a discretionary payment, which local authorities can award. You may have to show particular reasons to do with health and so on, but it may be worth a try.

LEWIS: Yes, I have done that actually, but that's still the figure.

GALLAGHER: Oh I see.

LEWIS: There is a shortfall.

DUGGLEBY: I'll couple your call with an email from Jane in London. And she says, 'I'm in a chicken and egg situation. How do you find a flat to rent if you're on housing benefit, and how do you get housing benefit if you haven't got a tenancy agreement?' Panel?

GALLAGHER: Well one thing you can do is to approach the local authority's housing department because they have various usually what they call option schemes in which they find landlords who are prepared to rent to people who are dependent on housing benefit. You need the tenancy first before you can apply for housing benefit, but at least you do know what you will be able to pay because the local housing allowance will tell you what housing benefit will pay for particular sizes of property. So it's worth approaching the local authority to see if they can help.

DUGGLEBY: Simon, can I just raise the point that often you will see little adverts saying 'no housing benefit people'. Now that's perfectly legal, is it, for a landlord to specify they don't take people?

GORDON: Well I think it's a questionable practice.

DUGGLEBY: But it does occur.

GORDON: You've actually opened up a very big issue here. There is a wariness at the moment on the part of landlords to take housing benefit tenants who are in receipt of the new benefit of local housing allowance because there is some evidence that it is not being passed on to the landlord.

DUGGLEBY: (*over*) This is where it goes first to the tenant?

GORDON: Directly to the tenant. It is not passed onto the landlord. And we have done research on this, and a number of our members who've responded have lost about £4 million and we have urged the government to look at the criteria that govern how the benefit is ... the restrictions on paying it just to the tenant. If the tenant wishes to have the benefit paid to them or not, can they opt out of that system and return to the old system under which the benefit was paid to the landlord? Some people do prefer that.

DUGGLEBY: Tracey?

BLOOM: I mean just going back to your question, I mean, I think one of the difficulties is that most landlords want a deposit; and of course by definition if you're on housing benefit, you probably don't have the money to put forward a deposit. That's one of the reasons why landlords in effect are discriminating against housing benefit people because they want a deposit for reasons that obviously one can understand commercially.

DUGGLEBY: Moving onto the calls again, and it's Martine next in Ealing. Martine, your question?

MARTINE: Oh hello. My question is should the estate agent be entitled to charge the full commission on a 12 month contract if the contract is ended in just 2 weeks time from starting, considering the estate agent has made it clear that they would have to charge another fee should they find us another tenant?

DUGGLEBY: Martine, I think we've had an email from the tenant in this case, which is slightly from the other standpoint, and that is that this is a tenant who I understand didn't move into the property at all?

MARTINE: Well she did not move into the property, but she did take the keys; and, as far as we're concerned, she was in possession of the flat.

DUGGLEBY: Indeed. No, I'm not questioning of course the legalities without consulting my panel. But this is an interesting one, panel, because here is a perfectly legal agreement set up, a shorthold assured tenancy, which never actually took place but costs have been incurred. John, can you comment?

GALLAGHER: I think it's difficult to analyse this one because normally of course one would have to have protected the tenancy deposit within 14 days, but in this case the tenant actually hasn't availed himself or herself of the tenancy and of course the tenant is in breach of the terms of the tenancy by not paying rent for the full 6 months or however long the fixed term was.

DUGGLEBY: Indeed, Martine, you would have been entitled to the rent, you see.

MARTINE: Yes. But I am quite willing to pay some money back to the tenant and in fact it was me who asked the tenant to get in touch with you as well ...

DUGGLEBY: Okay.

MARTINE: ... but by the time the estate agent had proof of the account and sent us the remainder of the money and, had we deposited the money, which we were about to deposit with the DPS scheme, we would have had to make the shortfall for the DPS of around £250 on top of the remaining money that was sent to us.

DUGGLEBY: Yes, so you're out of pocket ... yeah.

MARTINE: Yes.

DUGGLEBY: Tracey, can you ...?

BLOOM: I think your original question was about whether the estate agent can legitimately charge you.

MARTINE: Yes.

BLOOM: Yes, the estate agent ... I mean I imagine you have a contract. The answer is yes. But I think probably you need to negotiate with the estate agent because if you're going to use them again, you'd want to say to them, "If you want to use me again, we'd better have a better deal than this."

DUGGLEBY: Simon?

GORDON: I think that's the crucial thing. You've got to go back to your estate agent or letting agent and negotiate again and try and preserve the relationship.

DUGGLEBY: *(over)* And if they value the relationship with you, they'll surely come to some agreement to reduce the ...

MARTINE: *(over)* Sorry, in this instance the point is that we have managed to let out the flat through another estate agent because I was so incensed with the answer of the estate agent that I would have to pay them again.

DUGGLEBY: Okay, well I think you ...

MARTINE: So I don't know.

DUGGLEBY: Well, I mean, I think you made a decision which obviously was best for you.

GORDON: Solved it for yourself.

DUGGLEBY: Yes, I mean you solved it for yourself. But the fact is that legally the agent was within his rights to charge this. The fact the tenant didn't take up the tenancy is in a sense too bad?

GORDON: Yes, I don't think these things can be forced. I don't think the estate agent can be responsible.

DUGGLEBY: Because we had another email, which was similar to that, but involved a tenant who stayed in for 2 months of a 6 month shorthold assured tenancy and now wants to move out. Apparently she's a nurse and she's had to go to another hospital. And here again she's saying well, you know, what am I obliged to do because I want my deposit back. And I don't think she can get it, can she?

GALLAGHER: No, I'm afraid not - not strictly speaking. Her best course is to try to find another tenant to replace her, in which case the landlord will suffer no loss and will suffer no greater expenses for re-letting. But unfortunately the tenant herself is in breach of the agreement by leaving after 2 months, so she has no status to claim the deposit back.

GORDON: I think the other thing she should do is she should talk it through properly with the landlord. Certainly if she's going to do what John suggests - and I would support him on his suggestion she's got to do that - but she should discuss how she can bring the tenancy to a cordial conclusion.

DUGGLEBY: We're talking incidentally about Noseen (ph) in London. And since she is a nurse, I'd have thought that possibly the hospital might have a procedure for advertising on a notice board or something maybe. *(Panel agree)* Okay, back to the calls. And Alan in Glasgow, your call?

ALAN: Hi there. I'm a small landlord. I've got two HMO properties let to students.

And when the last lease expired, I used a letting agent on a purely finders basis to source new tenants. They found the tenants and took the deposit of £1600 from the tenants. All went well for a year, until the tenants decided to move elsewhere and asked for their deposit back only to find out this company had gone bust. Now the tenants are saying I am liable to pay the deposit back, although they paid a deposit to this bust letting company and I never received any of it.

DUGGLEBY: Okay, right, you're not alone in this one. Simon?

GORDON: No, you are ... I'm afraid you are responsible for it. You are ultimately responsible for the deposit. We have come across this on more than one occasion where letting agents in the current economic climate are going under or even disappearing after their business has collapsed. But I'm afraid the landlord is ultimately responsible for paying the deposit.

DUGGLEBY: What you may or may not be aware of Alan, of course, is the law in Scotland is different from that in England, as John will now explain.

GALLAGHER: Yes. And rules of contract are probably much the same, but we're answering the question very much as it would be in England, and on that basis I absolutely agree with Simon. I'm afraid the liability rests with you as the landlord.

DUGGLEBY: But there is going to be a formal deposit procedure set in process along the same lines as the English one already is?

GALLAGHER: There is. The Scottish government is going to make regulations, we understand, in the first part of next year to bring in a tenancy deposit scheme similar to the one we already have in England, but it's not yet in.

GORDON: But the addition to that is that even with tenancy deposit protection, as it works south of the border - if the letting agent disappears or goes under, the landlord *still* remains ultimately responsible for the deposit.

DUGGLEBY: Okay?

ALAN: Okay, so even though I never received any money, I'm still responsible for repaying it?

DUGGLEBY: Afraid so.

BLOOM: Afraid so.

ALAN: Okay, thanks.

GORDON: Sorry.

DUGGLEBY: Phillip in Newcastle, your call now?

PHILLIP: Hi. Good afternoon to you, Vincent. Yes, I've been renting a two bed roomed property since 2008. I took out the agreement in June and it was initially for 6 months. After that period, there was never any other additional agreement drawn up. What my question ... It's a two-part question really. Am I still legally obliged to ... I mean am I protected or have any rights as a tenant even though I'm still paying the rent but there's no additional agreement been drawn up following the 6 months?

DUGGLEBY: This is the question we get almost on every programme. And I'm going to just slightly broaden it out because obviously you've signed this shorthold assured tenancy and we'll explain what that means, but there's other times when the landlord comes back and says I want you to sign a new one. So, Tracey, perhaps you could just describe the process?

BLOOM: When you signed the initial tenancy, you had a 6 month what's called fixed term tenancy. When that came ...

DUGGLEBY: Or a one year sometimes

BLOOM: Well I think you said it was ...

DUGGLEBY: Yes, 6 months.

BLOOM: It can be longer than that. But at the end of that period, you become what's called a periodic tenant. You remain a tenant with the same protection as you had before. And normally if you pay your rent on a monthly basis, you become a monthly periodic tenant and you are protected under the same legislation as you had before. Your landlord could ask you to enter into a new written agreement, or you could say to him what about a new written agreement? There's no particular benefit to *him* really, but I suppose from both your positions if you had it fixed then both of you know where you stand and your landlord has no voids for say a year and you know that you've got at least a year before the landlord could seek to evict you. As you stand at the moment, he can give you 2 months notice to ask you to leave because you're an assured shorthold tenant. But obviously if you had a fixed term tenancy of another year, you'd be able to stay where you were for a longer period.

PHILLIP: You say I'm actually covered still at the moment, I'm still protected under the current legislation.

BLOOM: Yes, you're still ...

PHILLIP: But what I also wanted to know then, does that apply to my, you know, initial deposit I paid as well?

BLOOM: Yes.

DUGGLEBY: Is that still protected?

BLOOM: Yes, yes.

GORDON: It's still protected.

DUGGLEBY: Simon, just a quick comment from you on this ... I won't call it a tactic, but simply the landlord decides that he would prefer to have another year possibly because the rent needs to be increased. Is it particularly common for landlords really to want to have a new agreement or let it roll?

GORDON: A lot let it roll. I think it varies from one part of the country to another. We're very inclined to think that the United Kingdom is one block of the housing market. It isn't. The housing market in the North East is terribly, terribly different to the housing market in North London. Landlords make commercial decisions and whichever suits them best is the way they'll go.

DUGGLEBY: Judy in Nottingham has emailed us with a question for you, saying that she wants to increase the rent. She's got very good tenants who pay a good rent, but it actually isn't as much as it should be. She's done a bit of research and she wants your advice on how to kind of diplomatically go along and say well I think you ought to pay a bit more without sort of upsetting the apple cart.

GORDON: I think we come down to this issue of communication, communication, communication all the time, and it sounds as if Judy has a good relationship with the tenants. She's pleased with them, she doesn't want to lose them. No landlord wants to have a void. She needs to go and talk to them - talk through the issue, explain that she's done her research locally, why she wants to put the rent up - and then hopefully come to a sensible agreement. Perhaps maybe not implementing the full increase she would desire to do so at this point.

DUGGLEBY: Bearing in mind, of course, the cost that if the tenants say no, sorry, we're going to terminate the tenancy, then she's got the costs of setting up another one ...

GORDON: She does.

DUGGLEBY: ... which will probably exceed the increase in the rent that she was going to get.

SIMON: That's a judgement only she can make.

DUGGLEBY: But there does come a point, of course, when you have to do something.

SIMON: Of course there does.

DUGGLEBY: Right, we have now got Anita in Somerset. Anita?

ANITA: Hello. Good afternoon. My question is regards to students having parties in the house that they've rented. I've got a daughter who's 19. She's second year at university. She's renting a house with eight other people, so there's nine of them.

DUGGLEBY: That's multi-occupation, yeah.

ANITA: Now three of them had a birthday and they've arranged to have a party at the end of term. They just have discussed it amongst the three of them. The other people in the house have been told not to interfere. They've put it on Facebook and so far there's been 160 people ...

DUGGLEBY: And this hasn't happened yet?

ANITA: No.

DUGGLEBY: And this is a multi-occupation property. Obviously owned by a landlord who's ...

ANITA: Owned by a landlord, yes.

DUGGLEBY: ... who's used to letting to students?

ANITA: No, it was a block of offices and he's converted it into student

accommodation.

DUGGLEBY: Yeah, but he must have known he was putting students in there.

ANITA: Well he did.

DUGGLEBY: Alright. Okay, well I'm going to stop you there because I think all our listeners will be aware of exactly what you're on about ...

ANITA: Well quite.

DUGGLEBY: ... because of the stories in the papers, and I can see Simon is well nodding.

GORDON: Can I first ask where it is on Facebook, so perhaps we can all come?
(laughter)

ANITA: I'm not even telling you which university in case more people turn up.

GORDON: Very tactful. From the sound of it, a number of the tenants, the student tenants do not particularly want the party and they're excluded from the party.

ANITA: No, they are ... they're obviously invited.

DUGGLEBY: I think we're worried about the possible damage and the consequences.

ANITA: I'm worried about the damage and what my daughter is liable for.

SIMON: Yes. So they don't wish to prevent the party? I misunderstood you. I thought possibly they wished to prevent the party.

ANITA: No, no, no.

GORDON: Well if they do damage, they will be responsible for it.

DUGGLEBY: And they'll be all responsible for it, I suspect.

BLOOM: Individually.

ANITA: Because I'm so worried about it, I'm collecting my daughter from the house the day before the party.

DUGGLEBY: To absolve her from the legal responsibility? John, can you ...

ANITA: Yes, does that absolve her?

GALLAGHER: It depends whether she is a joint tenant. If she's a joint tenant with the others - although strictly you can only have four joint tenants, the maximum of four joint tenants - but it may be I'm afraid that she would be jointly liable, and that would be extremely unfair in the circumstances. And it may be that by notifying the landlord or by registering the situation with the landlord, you will effectively protect her from that.

DUGGLEBY: Thinking on my feet, Tracey, I suppose it's not possible for the landlord to put an injunction on this, is there?

BLOOM: Well I mean it is potentially, I suppose. I mean I was thinking about that when this lady rang. You could tell the landlord. The landlord could decide ... He could write to the tenants and say unless you agree not to have this party, I'm going to take out an injunction to restrain you from having it because of the likely loss. I mean I think also - I don't know, because you haven't said - but quite often in this sort of accommodation the parents have given guarantees for the property. I don't know whether you're in that position. But if you have, you've probably given a guarantee

for where you're jointly liable for the deposit. You might want to speak to the other parents because it may be that everybody agrees that you're not willing to allow this to go ahead and you jointly contact the landlord.

DUGGLEBY: But in the end, it's very, very difficult to stop something once it's underway.

GALLAGHER: It is. It's a very difficult situation, especially when you're anticipating something that hasn't yet happened.

DUGGLEBY: I think all we can do, Anita, is to wish you well and hope that it goes off quietly. Don't assume that absolutely every party's going to end in absolute utter chaos. I mean maybe you could send a few parents round to stand at the doors and sort of keep an eye on who goes in. But, however, we can't obviously go down that route.

GALLAGHER: Can I just ... Also, Vincent, environmental health might have an interest because the neighbours will be affected as well and environmental health might be prepared to put in a word with the other tenants.

GORDON: I think the other thing is that the landlord should certainly be made aware of what is happening. Somebody should make the landlord aware because he may be very deeply unhappy about it.

DUGGLEBY: An email from Brian in Swindon. He's a tenant in a flat, a block of flats, and he's asked us to clarify the roles of responsibility as between the agent who is acting for the landlord and the property management company who's responsible for putting things right. He's got a list of things that aren't working - the television, common television, inadequate lighting, the intercom doesn't work. To whom should he turn first to get remedy?

GALLAGHER: It's his own landlord basically because he's not in a relationship

directly with the property management company who have the control over these things. It's the landlord or the long leaseholders of the flats who have that relationship and so he really needs to approach his own landlord.

DUGGLEBY: Right, so it's no good going and complaining to the property management company because they're not answerable to him?

GALLAGHER: Absolutely.

SIMON: No, he's got to find his landlord. He's got to get in touch with him.

DUGGLEBY: Okay. Roy, your call now?

ROY: Oh hello, yes. I have a tenant who I've issued a notice to quit, which is due to come into force in about a week, two weeks time. This tenant is part of a council rent deposit scheme and paying through housing benefit and I feel sure that because she's in arrears, just under 2 months rent all the time to stop me going to court, I've got a feeling she won't be moving out in a fortnight's time.

DUGGLEBY: Okay, Tracey?

ROY: So I want to know what to do next.

BLOOM: She doesn't have to move out in a fortnight's time because the service of the notice only means that you are now permitted to go to court to take proceedings against her. You will have to go to court and get a court order against her before she can move out. So you need to do that first and she may defend it on the basis ... I don't know what the reason for her arrears are - whether it's the method in which her housing benefit is being paid or whether it's her herself who's at fault.

ROY: Well what actually happened was she didn't go through the council to find me. She went to a letting agent and chose to go through that, but was part of a rent deposit

scheme by the council by receiving housing benefit. I originally started to receive the housing benefit, then realised it was being paid in arrears ...

DUGGLEBY: Okay, we did deal with this a little earlier in the programme.

GALLAGHER: The council will at least guarantee the deposit. I'm not sure whether the terms of the scheme will actually guarantee the full arrears of rent that she owes, but at least your situation will be protected as far as the deposit.

DUGGLEBY: Okay, I want to take a couple of quick emails. One is from Katie and she says, 'One of my tenants has gone bankrupt. What do I do because she's defaulted on the rent?'

BLOOM: You issue proceedings in the normal way.

DUGGLEBY: To quit?

BLOOM: Yes, you issue proceedings to go to court.

GORDON: No, no, exactly, that's all you can do.

DUGGLEBY: That's all you can do. Bankruptcy is a completely different issue. It's just the failure to pay the rent that triggers the notice. And Anne in Chichester says, 'I've got no written agreement with the landlord. I've been told that the oral tenancy agreements are legal.' Is that so, John?

GALLAGHER: Yes, an oral tenancy agreement is just as good as a written tenancy agreement. You have all the same rights.

DUGGLEBY: Okay. And we have one more, which is very broad, and that is, 'There are so many agents to choose from. How do we know if they're trustworthy?' Simon?
(laughter)

GORDON: Do your research, do your research. Shop around. The important thing is to read the documentation they produce, whether the deal is appropriate for you.

DUGGLEBY: And check their fees and make sure you fully understand what they're charging and the terms under which they're charging it. Okay, many thanks panel. That's Tracey Bloom, barrister from Doughty Street Chambers; John Gallagher, principal solicitor at Shelter; and Simon Gordon, Head of Communications at the National Landlords Association. 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. Paul Lewis will be here with news and comment in next Saturday's Money Box, not forgetting the ruling on the OFT versus the bank's case. More on that. And for the next few weeks Paul will be taking your calls on Wednesday afternoons, Money Box Live. Next week, it's about carers and their financial obligations. I'll be back in the New Year.