



Northern Ireland  
Assembly

Committee for Communities

# OFFICIAL REPORT (Hansard)

Private Tenancies Bill: Landlords Association  
for Northern Ireland

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the standard old Belfast house. Also, you need more room in the yard for heat pumps than we have in many of the Belfast houses. So, heat pumps will not be appropriate for 90% of the terraced houses in Belfast

Photovoltaic cells on roofs will not work as the roofs are not big enough and have dormers, Velux windows and all sorts of things on them, and gas boilers will be banned in the near future. That leaves us with a problem. I tend to think that the answer to energy efficiency for the standard terraced house in Belfast in the future will be an electrical system. The smart radiators that are available would work in those properties. Installing them will mean rewiring the house, and it is quite a big step for a landlord to take out a wet system from a terraced house and put in a completely electrical system. The electrical system is not like the old storage heater system that we had 30 years ago; it uses new smart electric radiators with timers, thermostats etc, which would work quite successfully. The problem then will be what you do with your hot water. If you have an electric shower, that is OK for washing, and you can put under-sink geysers for the hot water at the sinks. However, it does not work when you want a bath, so the system is more appropriate for HMOs, where the occupants tend to want showers, than it is for family homes.

It is not an easy solution for getting to the carbon-zero, energy-efficient aim that we all have, but I tend to think that electrical will be the way forward. That leads me to the next problem. Will the grid handle it, particularly if electric cars etc are going to be on it as well? How much of the generation of power at Ballylumford and wherever else will be renewable? We could achieve a minimum standard of C, but to move it further than that to being carbon-neutral and better than C with our current housing stock would be difficult.

Getting C to be the minimum standard for the private rented sector is achievable, but it will take time. In my agency, I think that I have 90 properties that are below C. If I were to do one of those properties a fortnight, that would be around 25 a year, so it would take maybe four years to bring them up to speed, and that would be ambitious. If the minimum standard of C were to flick in with a specific date, I do not think that there would be enough installers and technicians in Belfast to get the houses up to speed, unless you gave us a bit of time. I do not know how, in practice, that would be done. Bringing the standard to D first would not even help. If you brought the standard to D to start with and then went to C, we would not have to concentrate on the ones that currently have a D rating. We could concentrate on properties with a rating of E and F and bring in the standard of C maybe two or three years later.

In principle, I am in favour of reducing fuel poverty and reducing our emissions etc. We are all in favour of that, but we have to be a little bit careful about the way that it happens. Because there is no legislation or regulation for the private rented sector, the worry is that, if we are too ambitious with the private rented sector, landlords will say, "I am not doing that. I cannot afford to do it, and I don't want to do it", and they will sell the properties into the owner-occupier sector. The private rented sector will then shrink, with the result that rent prices go up and so on. This is a delicate matter and would be difficult to implement.

Those are my reflections on the energy efficiency programme. It will have to be dealt with sensitively and with much consultation, but, in principle, we agree with the aims. I said in our paper that I would rather it were optional, but I suspect that it might take too long to implement. Those are my thoughts on the energy sector and how it relates to the Private Tenancies Bill.

**The Chairperson (Ms P Bradley):** Thank you, Richard. I think that you have just added to our list of questions for the Department for the Economy on the energy strategy. Quite often when we think of the private rented sector, we think of a semi in a private housing development, and you have brought up very good issues about the many terraces in Belfast and the issues with them. There are some questions that we need to ask the Department for the Economy about that. You mentioned heat pumps, and, if I am right, there also needs to be backup for those in the form of an oil tank.

**Mr Smyth:** That is right.

**The Chairperson (Ms P Bradley):** So, that causes issues. I happen to be the partner of a heating engineer, and he has discussed the number of people who are trained to do the work. Do we have enough people to hit the ground running to do all the work? You have given us lots of questions that we will field to the Department for the Economy and get some answers on. If we are trying to look at energy efficiency in the Bill, Kellie, the Deputy Chair, is quite right to say that we need answers on that

first and foremost. Thank you for giving a bit more detail on that, including the cost and everything else. That is certainly very helpful.

I will ask you about some of the other issues in your submission. You mentioned in your paper the potential for unintended consequences of the Bill regarding deposits in that, if landlords cannot charge a higher deposit to some types of client for specific reasons, they might not wish to rent to them. Will you give more detail on the reasons for that and how we might find a solution to it?

**Mr Smyth:** In Northern Ireland, as in the rest of the UK, if a tenant comes to us and their application is acceptable, we ask for one month's deposit. We type up an agreement and send it to the tenant and their guarantors. The tenant needs one month's deposit and a guarantor, and that is fairly standard here and across the rest of the UK. The problem comes when the tenant does not have a guarantor. I think that around 90% — it is 92% or 93% — of the tenancies in my office have one month's deposit and a guarantor. The other 8% or 9%, who do not have a guarantor, are very often foreign nationals. They are either students or they came here to work and did not have a guarantor in Northern Ireland. If we have four or five applications on our desk and three have one month's rent and a guarantor and the fourth has one month's rent and no guarantor, every landlord will take a tenant with a guarantor.

I have cases where parents did not want to be a guarantor, but they were happy to pay four months' rent in lieu. I did the same myself. My daughter is at university in Glasgow. I was given an option and was asked, "What do you want to do? Do you want to guarantee or pay three months' rent?". I paid the three months' rent, because if I was going to be a guarantor, I had to give proof of earnings and provide all sorts of paperwork for the guarantee. It was easier to pay three months' rent that I will get back. Deposits are now so well protected by the tenancy protection scheme that there is no doubt that, unless your offspring have been very silly, you will get your deposit back. The deposit is almost a loan.

A couple of days ago, I spoke to another agent, who did the same for his daughter. To be a guarantor, you have to prove that you earn over £30,000 a year and have been in employment for at least six months. If you do not fulfil those criteria, you are not an acceptable guarantor. In England, it has now been restricted to five weeks, and I do not know what they have done. He was acting as a guarantor last year, and I suspect he might not have been acceptable. He could give those guarantees because he fulfilled the criteria.

However, if you do not fulfil the criteria to be a successful guarantor, the tenant is likely to be turned down. We do not want to turn down tenants. We want to be able to let to everybody we want to let to. If I tell a landlord that I have a tenant with one month's rent and a guarantor and another tenant with one month's rent plus four months' deposit, most landlords will regard those as being equivalent. The proposal to limit deposits is counterproductive. It will not affect 90% of the tenancies that are being applied for, and it will have a negative effect on the other 10%.

The Department for Communities' publication on the *raison d'être* for the Bill suggested that the increased deposit would be necessary because of the proposed increased notice period. The Department thought that if people had to give eight weeks' notice to leave, landlords might be tempted to ask for an increased deposit. I have not spoken to any landlord who intends to do that. The Department seems to have come up with that one out of the blue, but it was not suggested by anybody. If I found that the other estate agents were charging two months' rent as a deposit for their tenancies, I would keep mine at a month. I would let all my houses, and their rentals would stick. Quite frankly, that is an ill-thought out suggestion in the legislation.

**The Chairperson (Ms P Bradley):** Mark has a supplementary question, but just before I bring him in, I will ask a question. Richard, we hear that, when a private rental becomes available, you may have 10 people interested in it. Surely you will take the one who can provide the most, no matter what is written in legislation. Am I right in saying that? You will take the one who provides most security, whether it is a collaboration of a guarantor plus three months or whatever, because that is just life. Am I right in saying that?

**Mr Smyth:** No. I regard one month's deposit and a guarantor to be the best. I prefer a guarantor to a large deposit. I do not need any more than one month's rent and a guarantor. If somebody offers me three months' rent and a guarantor, I do not need it. I would not ask for it. We are in a little bit of a blip at the moment — I do not know whether it is a post-COVID effect or whatever — but demand at the moment is the highest that I can remember. We are getting more applications for everything.

**The Chairperson (Ms P Bradley):** That is what I am thinking about. It is like a bidding war, nearly. Anybody buying a house, especially first-time buyers, knows that. Rental is the same. You could get into a bidding war, and we cannot stop some of those things happening because that is the nature of how things roll out. That is all; that is why I asked that question.

**Mr Smyth:** What will happen is that, if we get 10 or 20 applications for a house, rather than our taking increased deposits, rents will go up. That is the nature of the business. If there is excess demand over supply, rents go up. That will be the effect, rather than an increasing deposits. I do not think that it will affect deposits at all.

**The Chairperson (Ms P Bradley):** Thanks, Richard. Mark has a supplementary question.

**Mr Durkan:** I had, but the discussion organically went to where I was going to bring it. That is the danger of creating that sort of option situation. I will say, Chair, that this is a very important session. The voice of the landlords through LANI is extremely important. While our primary focus in the legislation is on tenant protection, ultimately, it is about the workability of the sector. It will not work if we frighten landlords off through excessive bureaucracy or the risk of "irrecoupable" — I do not know whether that is a word — expense.

I will bring the discussion on a wee bit from where we are, Chair. This is still a supplementary question — we are on the same clause — on the notice to quit provisions. Maybe we can touch on that, Richard. Your organisation is of the view that, in cases where there are rent arrears of two months, the extended notice period should not apply. Can you elaborate on that? What difficulties will that cause landlords?

**Mr Smyth:** I see a lot of merit, for a family home, in increasing that period to eight weeks. I would have no problem increasing it to eight weeks. I accept that, with family homes, it takes time to find somewhere else, relocate children and change school or whatever. In most cases where we want possession of a house for some reason, if it is a family home and they have been in it for a few years, I cannot remember ever just blandly serving a notice to quit and saying, "You have to go at the end of next month." We usually have discussions with them and say, "The landlord is thinking of selling", moving back into the house or whatever the reason. You generally have a discussion with them and say, "Tell us how you get on". There is no big *[Inaudible owing to poor sound quality.]* Very often, it is reasonably done, but I see a lot of merit in giving tenants a couple of months.

The different cases are where somebody has stopped paying the rent. I have one particular case where the tenant has not paid me any rent for two years. With COVID, I have not been able to get to court. We have issued proceedings through the Small Claims Court to get some of the money back, but she is thumbing her nose at us. There are cases like that; not every tenant is the same. There are tenants who have exploited current legislation, because it takes a year to get somebody put out. If you go to court to evict somebody, it takes about a year and several thousand pounds. There are cases where the landlord does not want to be taken advantage of. That is why I am saying that, if there are rent arrears, the extended notice should not apply.

**Mr Durkan:** Are there any other circumstances in which you think that it should not apply?

**Mr Smyth:** The other one is HMOs, which are difficult. They are almost always temporary accommodation; they are not for family use. If you are in an HMO, you are very often a younger person; you will not have to relocate your children to new schools etc. There can be cases where we want to ask — again, it usually done by negotiation — a slightly difficult tenant to leave. In some of the HMOs — not the student ones — you find that, with one tenant, the chemistry is wrong; they do not clean the bathroom or kitchen, and they have hogged all the cupboards for all their food. The other three or four tenants have all decided, "We can't stick this tenant", and you have to ask that one to leave, or else you will lose the other four. In cases like that, we would rather be able to act more swiftly. We cannot even claim that it is antisocial behaviour; it is just that the chemistry is wrong. There have been cases where we have had to ask people to leave, and we do not want to wait for two months because we might lose everybody else.

**Mr Durkan:** Some of the examples of the behaviour that you outlined suggest that my wife would not need to give me any notice if she wanted me to leave. *[Laughter.]* I am aware of some circumstances in which single men have been forced to move into a HMO due to a lack of sufficient alternative accommodation. They might have access to children at weekends or a couple of nights a week, so,

although it is not a family home per se, it offers some security and allows that relationship and access to children to continue. Our approach in that regard has to be nuanced.

**Mr Smyth:** Yes. What if the chap in the room next door was dabbling in drugs? That is another case where you might have to say, "Listen, this is not on. You have to go". We want to be able to deal with that more swiftly. That could be a particular problem in HMOs with single people, some of whom may be on the margins of society.

**Mr Durkan:** Without a doubt.

**The Chairperson (Ms P Bradley):** We heard from students last week about issues with getting the refund on their deposits. Are you aware of any problems? I am not saying that you are up to this, but we, as constituency MLAs, have heard about problems with getting deposits back from some landlords. Do you think that we can resolve that through the Bill?

**Mr Smyth:** Deposits are well protected. When I checked last September, I learned that we had given 87% of our deposits back in full. I spoke to the Tenancy Deposit Scheme (TDS), which said that only 0.94% — less than 1% — of deposit claims result in a dispute. At the end of a tenancy, if we want to retain some of the deposit for cleaning — in most of ours, it is because there are some rent arrears — we put our evidence in to claim whatever we want from the deposit — it might be £300 or £400 for rent and cleaning etc — and the tenant rebuts that or otherwise. That is all done online. The Tenancy Deposit Scheme makes a decision, based on the evidence submitted. We then both accept it or enter a dispute, and it is sorted. It is the most well-regulated system that you could ask for. I am not aware of any big problems with anybody getting their deposit back. I cannot see how there would be, because the system is running so well.

**The Chairperson (Ms P Bradley):** What about time frames for getting your deposit back? One of my children waited for, I think, 16 weeks to get their deposit back. I cleaned the house, so I can assure you that it was in a much better state than what they found it in. There was not a thing wrong with it. What is the average timescale? Does the experience that I had not happen regularly?

**Mr Smyth:** In our experience, it has happened usually because the tenant has not responded quickly enough. I am not sure about your case, but, because everything is done by email, there are strict deadlines in the tenancy deposit scheme legislation. We find that it is very often because the tenant has not responded. Sometimes, tenants do not know that they have to respond. That is usually where the delay is. The deadlines in the legislation are fairly good, however. Not much amendment is needed to them.

**The Chairperson (Ms P Bradley):** OK. Thank you, Richard.

**Ms Armstrong:** Thank you very much, Richard, and thanks for adding to our woes: you mentioned that the Bill is completely silent on guarantors, and you are absolutely correct. You also raised interesting issues about newcomers who come to live in Northern Ireland and who may not have a guarantor. How do landlords get round that in order to rent properties to people who have no guarantors? How does that happen? Does another organisation or a charity step in to act as their guarantor?

**Mr Smyth:** Not in my experience. Because demand is so high at the moment, if somebody does not have a big deposit or a guarantor, frankly, they do not get a house. That is not a get-round. Some landlords have taken rent in advance; some have even asked for a year's rent in advance. The reason why we want four months' deposit from tenants who come from other parts is that, a long time ago, we had experience of them getting on a plane and going home. You do not know whether they will come back. That is the worry; it is mainly for rent.

You could ask for rent in advance. I am not keen on it, but people have offered it to us. Some tenants have paid me a year ahead, not because I asked for it but because they wanted to get rid of it. Students' mums and dads have done that. You could ask for a full year's rent to be paid, but that would be worse than four months' deposit, so I am not keen on it. I think that Shelter used to run a system whereby it guaranteed or paid a deposit, but I think that that was only up to one month's rent. I am not sure whether the scheme still runs.

**Ms Armstrong:** I suppose that, if a newcomer had refugee status, they could be housed by the Northern Ireland Office. There may be some protections there. You are saying, however, that, if someone who has secured work arrives in Northern Ireland, it would be difficult for them to go into private rented accommodation to secure a home because they would not have guarantors. It is hard to see how we can get round that if having a guarantor is one of the requirements. The Bill is completely silent on it. It does not provide any options or opportunities relating to the deposit limit of a month's rent for newcomers who do not have guarantors.

You also mentioned allowances for increased deposits for pets in certain circumstances, which means for emotional support pets. I take it that that would apply to all assistance animals.

**Mr Smyth:** It would, more or less. The odd person has a lizard or something like that, and they probably do not even tell me until we inspect the house. They forget to ask for permission. Mainly, however, the animals are dogs and cats. In our experience, tenants love their wee doggies and cats, but, when we regain possession of the house, we can usually smell dog and cat. In quite a few cases, we have had to change at least one or two of the carpets. The animals also tend to scratch doors and do things like that.

In the past year, particularly since COVID, we have had an increasing number of applications for emotional support pets, and we do not want to turn them down. When we have said yes, we have said, "But we will charge you an extra month's deposit", and the tenants have all said yes. They have been happy enough to pay it, and we are happy enough to grant it. We would rather that they did not bring in a pet, but we accept that a pet can be of use to them. It is extra work — replacing carpets, for example — that we could do without, but we tend to accommodate where we can. However, we need an extra month.

**Ms Armstrong:** The Bill is also silent on fees charged by landlords. We know that letting agent fees are not permitted, but

*"The legislation about letting fees in Northern Ireland only applies to fees which are charged by agents. If your landlord doesn't use an agent, the landlord is allowed to charge you fees. If you feel that the fees your landlord is charging are excessive you should speak to Trading Standards"*

Do you have any thoughts on those fees, because the Bill is silent on those types of landlord fees?

**Mr Smyth:** Sorry, I have no experience of landlords charging fees directly. I have no knowledge of that because we let on behalf of all our landlords.

**Ms Armstrong:** OK. If other items are brought in as a result of the Bill, such as energy efficiency, electrical standards or, as Mr Frew mentioned, portable appliance testing (PAT) and landlords can charge fees for them, should we be thinking about capping or restricting the amount?

**Mr Smyth:** I do not think that there is evidence of landlords abusing the charging of fees. We can try to legislate for every possible eventuality, but I do not think that there is enough evidence to show that landlords are charging other fees. The PAT is not too expensive; it is only £50. There could be merit in extending to landlords the ban on charging fees, but I do not know whether you can do that in this Bill. Fees for credit reference checks on tenants or their guarantors used to be charged to tenants, but I do not think that anybody is allowed to do that, or does it, now. I do not know whether private landlords use that or not.

**Ms Armstrong:** Finally, I want to ask you about the restriction on the frequency of rent increases to every 12 months. We have heard some concerns that, if that comes in, landlords will increase their rental costs every 12 months. Do you have any thoughts on that?

**Mr Smyth:** It is not something that would worry me. I do not think that I have ever increased a rent twice in 12 months; it is almost irrelevant to me, so I have no thoughts on it. We would like to nudge the rents up every year, but very often, if the people renew their tenancy for another year, we charge the same rent for the second year and then have a look at it in the third year. For people who are in long-term tenancies, it probably makes sense to nudge the rent up every year or at least every two years, because you are the worst in the world if you let a house and do not put the rent up for five years but then try to put it up to the current rental rate in the area. The tenants may have benefited from low rent for the past four years, but you are the worst in the world for suddenly sticking it up by

£50 or £60 a month. You are nearly better to put it up by £10 a month to keep pace with rents in the area.

**Mr Frew:** It was remiss of me to not declare an interest at the start, so I will do so now. Apologies for that, Chair: I had a great night last night and am a wee bit cloudy, so you will all forgive me for not being on top of things this morning. I declare an interest as the owner of a rental property.

On clause 11, you talked about HMOs, which is very interesting. There are probably a couple of particular types of HMO: the student type and the type that could be connected to employment. Is it your evidence that there is that second type of HMO: people in the same employment living in the one property? If that scenario is playing out and increasing, should there be further regulation of that type of HMO?

**Mr Smyth:** I do not think that I have any cases in which a HMO is let to a lot of people who are working in the same group. In a house of four or five, one or two might work for the same company. I think that it is better left alone. I do not know what we could add to the legislation that would help. There is nothing that I can see.

The other thing that I left out was about HMOs for students and leaving out the increased notice period for those, which might also be relevant to the ones where people are all working for the same company. Take a five-bedroom house that students have been renting for a year. When January or February comes round and you ask whether they are going to renew for another year, they say "We are hoping to, but one of the tenants is moving out. The other four of us want to stay, and we are trying to find a fifth person". We can give them a deadline that we have to know by the end of February or March, because we let most of our houses for the coming academic year before Easter. If the notice period were increased from four to eight weeks, it would mean that I would have to give them a deadline.

We want renewals. We want to accommodate our tenants as best as we can, so we often tell them to keep looking. However, there comes a day when you have to say, "Enough is enough: you haven't found somebody and you have to go on 31 August", or whatever. From the tenant's point of view, it is an advantage if we do not have to bring it to a head earlier than we do at the moment. That is the other wee case for HMOs perhaps being excluded from the increased notice period.

**Mr Frew:** That is a very interesting concept, and we will have to explore it. Last week, we asked why students have been left out — and not just students: it applies to anybody with a tenancy of less than 12 months. We have to give that more consideration.

Can I ask you about payment with cash only? How prevalent is it in your world that people can pay their deposit or rent by cash only?

**Mr Smyth:** Sometimes a deposit comes in as cash, and we give them a receipt for that. You have to give them a receipt, and you want to give them a receipt. Virtually no cash comes into my office for rent, particularly since the pandemic, because we do not even want people to come into our office. The vast majority of our rents — certainly of our student rents — are paid by direct debit. We also get some cheques, and a little bit of cash comes in. I have a cash desk, so if we have to take cash, it goes into the cash desk and a receipt is given.

It is a difficult area. The requirement to have a receipt that shows how much rent is outstanding and so on would be difficult if we were taking cash, which is another reason that we probably refuse all cash. Occasionally somebody has rent arrears. In the past, before the pandemic, they might have come in with fifty quid and given it to me at my cash desk, but we have more or less closed our cash desk now.

Private landlords might take cash. That is to be frowned upon, because you are not sure how much they are declaring for tax and so on. I can accept that there might be a problem with that somewhere, but I do not know how prevalent it is. Most of our agents certainly do not want cash.

**Mr Frew:** You can see where there are all sorts of horror stories and manipulation stories that come into my head when I think through that scenario.

I will just touch on something that the Deputy Chair said about letting agents, which is not in the Bill. I specifically want to ask about resolving disputes between tenants and landlords. Is there something in your experience that could improve the mechanism with regard to disputes between tenants and



landlords to ensure that issues are resolved fairly, and, just as importantly, quickly? What is left out of the Bill that could help that scenario, and should it be in the Bill?

**Mr Smyth:** You do not need to do it in the Bill. We now have the Housing Rights mediation service, which I have not used because we try to resolve most issues with our tenants themselves. The mediation service is there if we want it. It does not need to go into the Bill. You do not want to be forced to use it. We resolve most of our issues amicably [*Inaudible.*] Tenants learn to negotiate. I do not think that the landlord always has the whip hand: it is the tenants who have the rent in their pocket. If we have a dispute with a tenant, their tendency is to withhold the rent until it is resolved. There is a fairly equal balance of power. Disputes happen in every business, but, in my experience, they are all resolvable. If people are being difficult, the Housing Rights mediation service is available, so there is probably nothing needed in legislation.

**Mr Frew:** I want to take you back to clause 11. I am going to be primitive in my language, but you basically said that rent arrears should lead to diminished rights with regard to notice to quit. I get that if a landlord is not getting rent in, they need to resolve the issue before it gets out of hand. What is the point of having a tenant who is not paying you rent? You need to resolve that issue quickly for everyone's sake. Is it as primitive as rent arrears equalling diminished rights, and what would that look like in a Bill?

Are there any other circumstances where tenants should have diminished rights? Let us say that a tenant destroys the property or part of it, and then the landlord is in a difficult position whereby he is seeing a property being reduced day by day and needs to act quickly. You see no money coming in and destroyed property. Should that equal diminished rights with regard to notice to quit?

**Mr Smyth:** It is a nice idea, but it would be hard to legislate for. The rent arrears one is very simple: you are either in arrears or you are not. You could introduce a clause to the effect that, if you damage or neglect the property, you lose the additional rights of an extra month's notice. However, proving that would be difficult. We would all be worried that you would go to court, which might be six months later, and the judge would look at your notice to quit and say, "You only gave one month's notice, and the legislation says that you should give two. You are claiming that you gave the reduced notice because they had damaged the property. Where's your proof?". The tenant will argue, "That was a lie" or whatever. It would not work. I would be worried about going to court and having my notice to quit declared invalid and having to start the whole process again. Rent arrears are simple; other clauses are more difficult.

**Mr Frew:** If it is rent arrears, it is simple and clear-cut. You are in arrears or you are not.

**Mr Smyth:** Yes.

**Mr Frew:** What period of arrears would be acceptable to start diminishing rights of notice?

**Mr Smyth:** I would say two months. The one that is causing me trouble is two years; that is a little bit too long. I suggest two months, but I could live with three, because people sometimes have a reason why they did not pay one month's rent: they were changing jobs, for example. We can all be sympathetic. Maybe three months would be better. I am open to that. I floated the suggestion because I am stinging from the one that I am losing at the moment.

**Mr Frew:** Thank you very much.

**Mr Durkan:** Richard pre-empted what I was going to say: rent arrears are not quite as black and white as you initially presented it, Richard. There is a difference between people wilfully withholding rent or choosing to spend money in other ways and people simply not having the money because they have lost their job or because they have a five-week wait for universal credit. We have to be sympathetic to that. I am afraid that doing away with the notice to quit period or reducing it in circumstances for rent arrears might give some landlords licence to throw people out as soon as they enter choppy waters. That is the last thing that we want to do, of course.

I made the point earlier that the vast majority of landlords here are reasonable and responsible, and it was not Paul Frew's declaration of interest that reminded me that not all are. [*Laughter.*] I am conscious that you have answered many of the questions that have been put to you in the first person singular, so you are referring to your experience and what you would have done, but, while you are a

representative of an organisation, you are not the same as every member of that organisation and the many landlords who are not members of that organisation. So, while we respect the evidence that you are giving to us, we have to be mindful that there are others who might not be as scrupulous, and we have to legislate with them in mind and the protection of their tenants and prospective tenants.

From the perspective of your experience, is there anything else that could or should be in this Bill to improve the effectiveness and efficiency of the private rented sector?

**Mr Smyth:** No. Because the private rented sector is so heavily regulated now, particularly the HMO sector, which would need a whole day to talk about, I do not think that there is much more needed. It is almost over-regulated. I do not think that there is anything more that needs to go in.

**Mr Durkan:** Thank you.

**Mr Dunne:** Thanks, Richard, for your presentation. I have a general point on the private rented sector. Can you tell us, if you have any figures to hand or any knowledge from your vast experience, what percentage of properties is managed through letting agents and what percentage is managed directly by landlords, either in your organisation or across the country? If a property is managed through a letting agent, a landlord would pay a management fee. In theory, that gives the tenant some level of mediation, protection and, I suppose, reassurance for when issues do arise. Have you any data or any knowledge on that, Richard?

**Mr Smyth:** I do not. The Tenancy Deposit Scheme could probably give us those figures. I have the report here, but it does not give that figure. I do not know, except that not nearly enough landlords use us. Other than that, I do not have that information. The TDS would be able to give you that, I am sure.

**The Chairperson (Ms P Bradley):** Thank you, Stephen. No other member has indicated that they want to ask anything further, so, Richard, thank you very much for your time today.

**Mr Smyth:** Thank you for the opportunity.