



Northern Ireland
Assembly

Committee for Communities

OFFICIAL REPORT (Hansard)

Private Tenancies Bill:
Committee Deliberations

9 December 2021

NORTHERN IRELAND ASSEMBLY

Committee for Communities

Private Tenancies Bill: Committee Deliberations

9 December 2021

Members present for all or part of the proceedings:

Ms Kellie Armstrong (Deputy Chairperson)
Mr Andy Allen
Mr Stephen Dunne
Mr Mark Durkan
Ms Ciara Ferguson
Mr Paul Frew
Ms Aine Murphy
Miss Aisling Reilly

Witnesses:

Ms Karen Barr	Department for Communities
Ms Eilish O'Neill	Department for Communities
Mr David Polley	Department for Communities

The Deputy Chairperson (Ms Armstrong): I welcome David Polley, Eilish O'Neill and Karen Barr.

Good morning, David. Please go through your response to the queries on clauses 6 to 14 that were raised at the meeting on 30 November and the information on clause 3 that was missed from the previous response.

Mr David Polley (Department for Communities): OK, Chair. Do you want to start with clause 3?

The Deputy Chairperson (Ms Armstrong): Yes, that would be grand. Thank you, David.

Mr Polley: The Committee asked us to consider whether a tenant should be provided with a receipt for payments made in cash other than rent payments. The Department will consider adding such an amendment. However, after talking to the drafters, we want to chat through a few things for clarification.

When you look at clause 3, you will see that it refers to rent receipts. There are two bits at the end of it that refer to particular cases. We would need to work out whether they would refer to payments that are not rent. I also draw your attention to new article 5(2), where it states what the receipt should say:

"(c) if any amount remains outstanding, that amount;

(d) if no further amount remains outstanding, that fact."

The Department asks the Committee to consider what sort of things it envisages that covering. If we were going to come forward with a departmental amendment, we would have to consider how we might draft that. I would ask in particular about deposits because, as we have mentioned before, there is already an undertaking that a deposit has to be protected and confirmed to the tenant within a month. Would we want to include deposits in this? If we did, the landlord would have to give the tenant a receipt for the cash when they receive the deposit and, a month later, they would get a letter confirming that it is protected. Those are the sorts of things that we would like to explore with the Committee this morning.

Mr Allen: It should cover all payments related to the tenancy, including where the deposit is paid in cash. As you outlined, David, the tenant would get a receipt for that and notice thereafter of the protection of the deposit. It should cover all tenancy-related cash payments.

Mr Frew: I agree with that. The additional burden here is the fact that it is in cash. It should be run of the mill that you get your confirmation within a month. However, where you pay the deposit in cash, you should be given an additional receipt at the time of payment.

You asked what other payments, the Committee thinks, should be included. Article 5(2) of the Private Tenancies (Northern Ireland) Order 2006 says:

"A rent book—

(a) shall be used to maintain a written record of rent and other payments made in respect of a tenancy".

What does "other payments" mean there?

Mr Polley: I do not think that those were defined. Karen can help me.

Ms Karen Barr (Department for Communities): No, they were not.

Ms Eilish O'Neill (Department for Communities): They were not defined.

Mr Polley: We are asking these questions to clarify how we might draft a possible amendment. Given that there are other bits in the clause as well, we would need to see how they would work with it.

The Deputy Chairperson (Ms Armstrong): Proposed new article 5(1) states:

"This Article applies where the tenant of a dwelling-house let under a private tenancy makes any payment of rent in cash."

If "of rent in cash" were replaced with "including rent in cash", would that be a catch-all?

Mr Polley: What sort of payments are included might change how we do it. We are getting into drafting, and the drafters always tell us that we should focus on the policy rather than the drafting. If you were to do that, Chair, everything else that followed would fall under that. We are not sure, for example, that proposed new article 5ZB applies to anything other than rent. This is really just about how it is drafted and whether, when we draft the amendment, we make it all follow on like that, as you suggested, or put something separate in.

The Deputy Chairperson (Ms Armstrong): I think that the policy intent of the Committee — I speak on behalf of the Committee — is that it would be all cash payments, not just rent. That would include deposits, any money that is required for maintenance and any other payments that could be required. The Committee feels that it is important that anybody who hands over cash should have the protection of a receipt. Having confirmation that a payment was made should help the landlord and the tenant. That is the Committee's wish on that.

Mr Polley: OK.

Mr Frew: At clause 3, proposed new article 5(1) states:

"This Article applies where the tenant of a dwelling-house let under a private tenancy makes any payment of rent in cash."

Could that be amended to read:

"This Article applies where the tenant of a dwelling-house let under a private tenancy makes any payment in cash, including rent and any other payments"?

Mr Polley: That is the sort of thing that we want to talk about with the drafters. Whether or not we would do that depends on its impact on what follows.

Mr Frew: If proposed new article 5(1) was amended like that — I am teasing this out as I speak, which is always dangerous — how would paragraphs (2), (3), (4) and (5) sit with that? You then go into stipulations as to what the written receipt should state.

Mr Polley: That is the point that we made in the letter. At subparagraphs (c) and (d), proposed new article 5(2) refers to outstanding amounts and what those amounts are. We would need to consider whether that is relevant to all cases and not just rent.

Mr Frew: I suggest that it is. Frankly, if you are handing over any cash and making only part payment of a debt —

Mr Polley: At the very least, you would want that recorded. If it was payment in full or payment for a repair, it would be the same.

Mr Frew: Yes. I do not think that there is any difference in a receipt whether it is for rent or maintenance payments. If there is an outstanding amount, that needs to go onto the receipt no matter what the receipt is for. You are right about proposed new article 5(2)(a), (b), (c) and (d).

Mr Polley: Chair, we can talk it through with the drafters. It is useful that the Committee has given us a steer that it also means deposits. We talked about when the tenant is liable for a repair but the landlord carries it out for them. Conceivably, there might be payments before or after a tenancy.

Is there anything else that members are thinking of particularly, so that we can make sure that we draft to take that into account?

The Deputy Chairperson (Ms Armstrong): It is really just that any cash payment needs to be accompanied by a receipt. That would be required in any other business. Members, David has said that he will discuss this with the drafters.

Mr Frew: I do not know if you are still on the specific point about what a receipt should be and when one should be issued. However, on more widely, while I cannot speak for the Committee, I am still of the mind that the proposed article (5)3(b) should not be there.

Mr Polley: Chair, I think that we should deal with that separately.

Mr Frew: Right, OK. That is no problem.

Mr Allen: You said that, under the current Order, the payments are not defined. I am content with that. I would be explicit about saying:

"any payment in cash that pertains to the tenancy".

For me, that would be clear.

Ms O'Neill: That is very clear. Proposed new article 5(2) sets out clearly what should be contained in a receipt, and that would be relevant to any cash payment that is made. We said that we were happy to speak to the drafters, but, when we had some initial conversations, we were asked if we could be slightly more specific about what we meant, given that deposits were already covered. That gives us something to go back to the drafters with to discuss further.

Mr Polley: Eilish and Karen, if you are content, I think that we have enough to go back to the drafters with.

Ms O'Neill: Yes, we are.

Ms Barr: Yes.

Mr Polley: Thank you very much. I think that we are happy on that point.

The Deputy Chairperson (Ms Armstrong): Thank you, David. I will let you continue, because I know that we are looking at other clauses in the response that you provided. Do you want to move on to clause 6?

The Committee Clerk: Chair, I think that we have a bit more to do on clause 3.

The Deputy Chairperson (Ms Armstrong): Apologies, David. There is a bit more to do on clause 3. Do you want to continue with that part? I am jumping ahead.

Mr Polley: Will we just stick with clause 3? Some of the letters jump between clauses. It may be best if we work through the Bill sequentially and numerically.

The Deputy Chairperson (Ms Armstrong): OK. Carry on with clause 3.

Mr Polley: Will we do the "reasonable" bit in proposed new article 5(3)(b) that Paul Frew just raised?

The Deputy Chairperson (Ms Armstrong): Yes.

Mr Polley: The Committee suggested two possible amendments. We will discuss those with the Minister. One was to remove the whole article (5)(3)(b). I want to be exactly clear in my head about the second proposal. I know that I have just said that we are not meant to do the drafting, but is the amendment something along the lines of:

"if that is not possible, as soon as reasonably possible after that time, but not more than 28 days later"?

Mr Frew: Andy raised that. I am not so sure that putting down 28 days as reasonable. If you look at the existing article 5 of the 2006 Order, you see that the only time that it mentions 28 days is:

"The landlord of a dwelling-house let under a private tenancy shall, within 28 days after the date on which the tenancy is granted, provide the tenant with a rent book".

The landlord has 28 days to provide a rent book, but, once they provide that rent book, it is with the tenant for the whole of their tenancy. It is not really the same thing. It mentions 28 days, but that relates to handing out a properly recorded rent book. It does not say anything about when that rent book should be updated after payment. I suspect that what has always happened in the past is that, when the landlord or representative comes to get payment and the tenant displays the rent book, the rent book is signed and dated at that time, when the man, woman or representative is there — why would they not do so? — and then they leave the house. That is still an instantly receipted and recorded item in the rent book. Allowing the representative or landlord 28 days to provide a receipt for cash payment does not do it for me.

Ms O'Neill: We are not sure what we are asking the Minister to consider. Are we asking the Minister to consider an amendment that states that a receipt must be issued immediately — I, in particular, failed to articulate the reasonableness bit to the Committee's satisfaction — or an amendment that states that a receipt must be issued as soon as possible and within a period not exceeding 28 days? The issue was that we struggled to find anything in current consumer law that stipulates the time period within which a receipt should be issued. We are unclear about which of those suggestions we should refer back to the Minister.

Mr Frew: You are correct to raise consumer law, because it would be unthinkable for you to go into a shop, purchase an item and expect the retailer to be allowed 28 days to offer you a receipt. That just

would not happen, with any type of payment and not just cash. That is why I think that it has to be immediate. It has to be on the spot when that person receives the cash.

The Deputy Chairperson (Ms Armstrong): Members, I suggest that the Committee discusses that in closed session with our own drafter and comes back to the departmental officials after that.

Mr Allen: Just very quickly, I might be able to help. The suggestion that I made was merely a suggestion; it was not a proposed amendment. I will not die in a ditch and say that I absolutely want that to be considered as an amendment. However, if the Minister were minded to keep proposed new article 5(3)(b), is there any potential for the guidance to stipulate and provide more clarity around it? While I have difficulty with it, I, unlike Paul, accept that there may be circumstances, which have been articulated — a landlord may be hospitalised or there may be some other factor — that mean that a landlord is not able to provide a receipt.

Ms O'Neill: We had to consider that, and it is covered in the guidance. The legislation says that a receipt should be given "at the time" or "if that is not possible". The guidance will say that there is a duty on a tenant as well to make sure that, if they are handing over cash, they get a receipt for that. It is only where that is not possible that that would be allowed for. However, we are happy for you to discuss that in closed session and come back to tell us what you think.

Mr Polley: Both those suggestions are useful. On the first point, it would be helpful for us to know which amendment the Committee is proposing because, at the minute, there are different versions of it.

The most fundamental point is that, in almost all circumstances, we want the receipt to be given straight away. That is the whole point of this. Any guidance would need to say that. The fundamental point that we need to get across is that the receipt needs to be given straight away unless there are some acceptable circumstances, for which there will be a reasonableness test. The guidance could give some parameters around what the reasonableness is. That would allow a bit more flexibility if it ever came before the court. We have to remember that, once it is in primary legislation, if it comes in front of a court, that is it. It will be in black and white and it will not matter what the extenuating circumstances are, if, for example, you were to go with the 28-day option. Those are both useful examples, Chair.

The Deputy Chairperson (Ms Armstrong): We will come back with some clarification on that after we have had a discussion between ourselves. Let us get this right.

Mr Polley: The next thing on clause 3 was a discussion about the definition of a receipt. We have looked into that; my colleague Karen has looked into it a lot. We are content that the Bill, as drafted, satisfies that. Karen, do you want to do this bit?

Ms Barr: We did this bit the last time. I am not sure whether the Committee is still concerned about it. We sought advice and were satisfied with the advice received. There is an Interpretation Act, which means that stating that it has to be written will include text messages, emails and digital formats. We are content that what is in the clause satisfies that OK.

Mr Polley: It is all quite interesting. The receipt needs to be durable and not able to be amended. We think that the Bill, as drafted, satisfies all that.

The Deputy Chairperson (Ms Armstrong): It is just that there are new methods coming through that can be amended. For instance, if it were sent on WhatsApp, someone could amend the content of the original message and forward that. It is an interesting one. Do we want something that cannot be amended? Do we need to clarify that?

Mr Polley: From our point of view, in order for it to be a receipt, it cannot be amendable. That is the case generally, so I do not think that there is any need to put anything into the Bill to cover it. Why would you fix that just for rent payments in cash? If that was a problem with receipts, why would you not fix it for all receipts?

The Deputy Chairperson (Ms Armstrong): OK.

Mr Polley: Still on clause 3, we provided some information about the complaints process. Is the Committee content with that?

The Deputy Chairperson (Ms Armstrong): Is the Committee content?

Mr Allen: David, can you recap on that quickly, please?

Mr Frew: Yes. I am struggling to find it.

Mr Polley: The Committee asked us how a tenant would raise a concern if it went wrong. We set out that, basically, he or she would report it to their local council, which will be responsible.

Mr Allen: I am content with that. That is the current process for any complaint.

The Deputy Chairperson (Ms Armstrong): Yes. We talked before about making it very clear to everyone. If a tenant complains about a landlord not providing a receipt, where is that complaint shared? If clear guidance and communication is being provided for landlords and their tenants — as long as they know that. I do not expect a phone number for the council to be provided in that guidance, but we need to make it easier for tenants.

Mr Allen: I certainly agree with that, Chair. Education is definitely needed. I have come across many tenants who were not aware of who was accountable. Education on the whole element of enforcement is definitely needed. That would fit into this.

Ms O'Neill: That is a really good point. It concerns us, and we are aware that we need to launch that. That there are people who are not aware of their rights under the Private Tenancies (Northern Ireland) Order 2006 is bad enough without bringing in new legislation and people not being aware of their enhanced rights. We need to give serious consideration to a communication and information strategy.

The Deputy Chairperson (Ms Armstrong): Thank you.

Mr Allen: Yes. Where the enforcement sits could be clearly defined in the tenant's pack. We discussed that in one of our evidence sessions.

Ms O'Neill: Yes. That is our intention.

Mr Allen: I want to come back on the model tenancy agreement that is provided. You get a contract that sets out your rights if you have a complaint about your employer. A section at the bottom of the model tenancy agreement could show where tenants can refer their complaints.

Ms O'Neill: Yes. That is a good point.

The Deputy Chairperson (Ms Armstrong): Brilliant.

Mr Polley: Those are all good points.

If the Committee is ready to move on —

Mr Frew: No, there is one other issue on clause 3. It is about allowing cash payments only. I note that the Department is seeking legal advice, but I just think that that is wrong.

Mr Polley: I had not finished clause 3.

Mr Frew: Oh, sorry [*Laughter.*]

Mr Polley: I was moving on within clause 3. I want to cover two more things on clause 3. That is one of them.

Mr Frew: OK.

Mr Polley: If you want me to do that one now, I will. That was raised last Thursday. We have tried to get our heads around it and to look into it. We want to check on competency. We started to get into the definition of legal tender and whether we would be trespassing on other rules that provide that people can choose to pay for things in any way that they want. Things like that are reserved and are not within the competence of the Northern Ireland Assembly. The concern is that we might inadvertently trespass into something that is outside our competence.

Karen, you were looking into that. Would like to add anything else?

Ms Barr: I am looking at the guidance. We looked for guidance on that, and the person who looked into it could find no trace of a statutory provision for that sort of thing in any of the other jurisdictions. Usually, it is better to have parity, rather than us making a provision like that. As David mentioned, there is also a degree of legal risk that it might be outside our competence. We do not feel that it sits in the Bill. If the Committee is insistent on us looking into that further, we would need to seek further advice.

Mr Frew: I have a massive smile on my face because I love it when officials tell me that I am trespassing. That is amazing. Yes, I think that you need to look at this further. I am not taking what you say at face value because I just do not think that it is trespassing. Even if it is trespassing to go into what is legal tender, all we would be stating in the Bill is that you have to offer a choice of payment. It is not that you are excluding one type of legal tender; it is just that you are offering the choice or that you have to offer the choice.

Ms Barr: Paul, all that we were saying is that the Bill does not in any way stop anybody from offering choice. A landlord and tenant will decide between each other what way the payment is made. As rent books are being taken away, we are simply covering the instances where someone pays in cash. Most landlords and tenants will often use different ways to pay, but some will choose to use cash. A tenant, maybe an older person or whatever, may want to pay in cash. It is just to ensure that, in those cases, those people have protection.

Mr Frew: Yes, but I am not suggesting that we ban cash. We are just making sure that it is not just a cash payment that can be made.

Ms O'Neill: The initial guidance and advice that we received is that that could mean straying into other areas. I will not use the word "trespass", certainly not to a member of the Committee, but the advice that we had was that, if we tried to introduce something like this in this clause, it could contravene other legislation. If it is the Committee's wish, we will have to go back and get a more defined legal opinion. We asked the question, and the advice and guidance that we got was produced at short notice so that we would have some sort of response to come back to you with, but if you are still minded that we introduce something like this, we will have to further explore the potential to insert it.

Mr Frew: You have intrigued me greatly, and I ask you to do that. Of course, when you are doing that, you will have to look at the potential repercussions of putting something like this in the Bill and how that will then affect the other jurisdictions of the UK. I do not imagine that it would have a repercussive burden, cost or risk, but it would be worth exploring that.

Ms O'Neill: We also have to look at what right a landlord has to ask for payment in the method that they want. You will come back to me and say that tenants have a right to determine what way they make payments, but there is an issue around the convention of rights that a landlord has to ask for payment. As a consumer, I can be asked to pay in many different ways: some people will not accept cash and others will demand cash. We will have to get more information on that and come back to the Committee.

The Deputy Chairperson (Ms Armstrong): To be clear, as a Committee, we were concerned that a landlord could force a tenant to pay by cash. We felt that the wording was unduly restrictive and wondered why someone would insist on cash payments only. It is about choice and transparency. While there would be a receipt, why would a landlord be looking for cash only? We want clarity on that.

Mr Polley: I will summarise the advice that we got. The initial discussions were along the lines of, "You could be inadvertently marching off into deep water here without necessarily realising it". If we want to look into it a bit more and establish whether it really is deep water, that is fair enough. As

Karen said, this is the Private Tenancies Bill, so we need to know why we are doing it, what the advantage is to either landlords or tenants and how we are improving private tenancies and protecting tenants and landlords by putting it in. If the Committee could consider that, that would be helpful as well.

The Deputy Chairperson (Ms Armstrong): In this day and age, given what we know about some landlords, it is somewhat concerning for anybody to be insisting on cash payments only. Not all landlords are bad, but some landlords could be asking for sums that are over the odds and putting pressure on vulnerable tenants. We are thinking about protection for the tenant and about offering choice, and the landlord should not be just asking for cash. I would question why a landlord would ask for all payments to be in cash. Why not, in this day and age, offer other methods of payment as well? Certainly, a landlord could have the option to require a cash payment for a deposit or to accept cash if they meet the tenant on the street, as we have talked about before. However, the problem for the Committee is where someone requires payment by cash only. That choice should always be available because, if a landlord is only asking for cash, are they trying to hide something? I doubt that there are very many landlords who are seeking that, but we have been made aware from evidence sessions, for instance the one from Renters' Voice, that some landlords do insist on cash.

Mr Frew: That is it.

Mr Polley: OK, that is very helpful. Thank you. I have one more point on clause 3. You asked whether we could put in the guidance that an annual statement of rent paid or something like that should be given by a landlord to a tenant. We are happy to do that.

The Deputy Chairperson (Ms Armstrong): Excellent.

Mr Polley: With that, I think that I have finished the six issues that I had for clause 3.

The Deputy Chairperson (Ms Armstrong): That is great. No other members have indicated, so we will continue.

Mr Polley: Clause 4 deals with the limit on tenancy deposit amounts. We had provided some information on advanced rent, and we are keen to know whether the Committee is content.

The Deputy Chairperson (Ms Armstrong): Where is that in your paper, David, so that I can point members to it?

The Committee Clerk: Chair, it is on page 6 of the deliberations table that was emailed to members.

The Deputy Chairperson (Ms Armstrong): We discussed this on 25 November. David, please outline for the record what you are proposing.

Mr Polley: Essentially, we propose that rent in advance and things like that be covered in the second phase of our reform of private tenancies alongside letting agent regulation to make sure that we can do a comprehensive job on it.

Mr Frew: I do not have much beef with clause 4. Would the advanced rent payment be covered in your commitment to give a statement of payments in clause 3?

Mr Polley: Actually, a statement of rent would be really useful for rent in advance, would it not?

Mr Frew: Yes. It would nearly be a safeguard.

Ms O'Neill: Yes, that your rent in advance has been paid.

Mr Frew: I am content.

The Deputy Chairperson (Ms Armstrong): Because it will be in a statement and the Department is prepared to take that forward, we are happy enough with clause 4. Is it fair enough to say that, Committee?

Members indicated assent.

The Deputy Chairperson (Ms Armstrong): Thank you.

Mr Polley: We have some other information and responses around some other things in clause 4, but I do not think that there is anything outstanding on our behalf. If you are content with clause 4, will we move to clause 5?

The Deputy Chairperson (Ms Armstrong): Yes, please.

Mr Polley: Clause 5 is about the increase in time limits for requirements relating to tenancy deposits. We have provided information, and we are not aware that anything else is outstanding on our behalf.

The Deputy Chairperson (Ms Armstrong): Members, that is on page 7 of the paper that was emailed to you. Are we content?

Members indicated assent.

The Deputy Chairperson (Ms Armstrong): David, you are getting off lightly here. Everybody seems to be content with that.

Mr Polley: The good stuff is later, is it not? *[Laughter.]*

The Deputy Chairperson (Ms Armstrong): Yes. Carry on, thank you.

Mr Polley: Similarly, on clause 6, we have provided a bit of further information. Clause 6 relates to tenancy deposits and making some things continuing offences. That removes the time bar. We have provided some information, but we do not think that anything else is outstanding on our behalf. Is the Committee happy with that?

The Deputy Chairperson (Ms Armstrong): I do not see anybody indicating, so clause 6 is fine, David.

Mr Frew: Yes, we clarified the word "continuing" with committing the offence, which was the important word. Good stuff.

Mr Polley: There were some issues around clause 7, which provides for a restriction on rent increases to once a year. It seems sensible to start with the name of the clause. The Committee asked us to consider renaming the clause. We said that we would consider that, and we are doing so. In our letter, we pointed out that there are two bits of the clause. The second bit of the clause does not refer to the frequency of rent increases. Clause 7 is entitled, "Restriction on rent increases". We were asked if that was confusing, because it brings in article 5C, "Restriction on frequency of rent increases", and article 5D, "Requirement to give written notice of increase". We are happy to consider the name of the clause, but it would be confusing if we made it the same as the new article 5C. That is the Department's point.

Mr Frew: That was Mark's issue.

The Deputy Chairperson (Ms Armstrong): Mark, are you there? Do you want to discuss that? It was your point.

Mr Durkan: It was just a question; I am not going to die in the ditch over it. It is a wee bit misleading. I have heard the argument from the Minister and the Department as to why the legislation cannot, or will not, be introducing a cap on the rates or size of rent increases. The title of the clause suggests that that is what the legislation is doing, which it certainly is not.

The Deputy Chairperson (Ms Armstrong): As a Committee, we take the point that articles 5C and 5D have slightly different intents. As you say, article 5C is about the frequency of rent increases and article 5D is about the notice of increase. So, we do not need to put "frequency" in the title.

Mr Polley: You also asked for more information on our future plans for ensuring that rents are fair. We have provided that information in letter, setting out the work that we will do. We will carry out research on what is happening in other places; do an analysis from the point of view of landlords and tenants; look at ideas that come forward and how they might work; engage with the sector; and, ultimately, if we decided to keep going, engage in ongoing consultation. Is the Committee content with that information?

The Deputy Chairperson (Ms Armstrong): We will probably include in our Committee report your suggestions on what will happen in future work on fair rents. That will, potentially, help a future Communities Committee after May. Are members content with that?

Members indicated assent.

Mr Polley: The final request on clause 7 related to the time period for the notification of a rent increase in article 5D(4). The Committee suggested that that should be three months rather than two months. The Department has committed to discussing that with the Minister to see whether we agree with making that change.

The Deputy Chairperson (Ms Armstrong): OK. Thank you.

Mr Polley: We looked into what the policy intent might be. With universal credit, rent increases are done retrospectively as a change in circumstances, so it probably would not be of any benefit to a tenant on universal credit. However, with housing benefit, it can be done in advance. If the rent increase goes above the local housing allowance (LHA), the tenant might need to make a subsequent claim for a discretionary housing payment (DHP). From that point of view, the Department thinks that it might be useful to have a bit more time.

The Deputy Chairperson (Ms Armstrong): That is why we are hoping that it becomes "up to" three months. That would give us a bit more breathing space.

Mr Polley: That is everything on clause 7.

The Deputy Chairperson (Ms Armstrong): The Department has said that it:

"will produce guidance on the requirements of Clause 7, to make clear and easily understood the new restrictions for tenants, landlords, the advice sector and other relevant parties. This will include the definitions of any exceptions made under 5C (3) (if any are made)."

That will be in guidance.

Mr Polley: Yes.

The Deputy Chairperson (Ms Armstrong): Excellent. Are members content with clause 7?

Members indicated assent.

The Deputy Chairperson (Ms Armstrong): David, you can move on to clause 8.

Mr Polley: Under the Committee's third theme, clause 8, which deals with fire, smoke and carbon monoxide detectors, you had asked a number of questions on communal areas and the rest of buildings, especially in large apartment blocks where there are multiple landlords or private homeowners in the same building. We have provided information to the Committee. I am trying to find it. Building Control Northern Ireland's technical booklet E is the document that covers that. It is a fascinating read, as we all found out last week. *[Laughter.]* It is technical. We looked through that and were content that there is something in place to cover communal areas, albeit that it is the responsibility of different Departments and bearing in mind that we are talking about the private tenancy, which is the relationship between the landlord and the tenant. I suppose that the Committee's concern was not that our bit was right and that bit was right, but that the whole thing joined up.

The Deputy Chairperson (Ms Armstrong): Yes.

Mr Polley: It looked to us as though the whole thing joined up. However, we have been told that that is being reviewed anyway, just to make absolutely sure that it joins up properly, as part of the wider building safety review following the Grenfell fire. Eilish, you were looking into that. Would you like to add anything?

Ms O'Neill: The important point was to clarify that the responsibility for the communal areas rests with the managing agent or the person who owns the building. Once we were clear where the technical document set out specifications and things that were, certainly, too complex for me to understand, and had established that there are people who are responsible for those areas and that there are enforcement powers in place that other Departments have responsibility for ensuring that guidance is followed, we hoped to give the Committee some assurance that, while we were looking at an individual dwelling in a wider block, the outside space and communal areas are not being neglected or overlooked.

The Deputy Chairperson (Ms Armstrong): To be clear, in the guidance that we are providing for tenants, where there is that situation, it will be made clear that, if they have any concern about alarms in communal areas, they should refer that to their landlord, who will then take it up with the building owner.

Ms O'Neill: Yes.

Mr Polley: Or the managing agent, yes.

The Deputy Chairperson (Ms Armstrong): Committee, are you content with clause 8 at the moment?

Members indicated assent.

The Deputy Chairperson (Ms Armstrong): Thank you very much.

Mr Polley: Clause 9, then, on energy efficiency —.

Mr Frew: Sorry: can I pull you back on that? Technical booklet E — I will not pretend to have read it, but I have it in front of me — cites legislation. It cites:

"PART E

Fire safety

Application and interpretation".

That refers to prisons, "Means of escape" and "Internal fire spread". Therefore, it is probably all contained in that document. My simple question is this: do we need anything in the Bill that refers to the legislation that is cited in technical booklet E?

Ms O'Neill: Going back to David's point, the Bill is about private tenancies and does not stray into those areas. It is more appropriate to refer to that in the guidance that you give to the tenant of such an apartment or flat, which they can go to to get any information that they need, rather than us referring to it in our primary legislation. David, what do you think?

Mr Polley: Yes, I agree. We must also bear in mind that the guidance is being reviewed, so if we were to put something in the Bill, it could be out of date very quickly. In those instances, it is also best to refer to it, rather than try to do somebody else's job for them in your Bill. The Committee was going to write to the Department of Health and the Department of Finance about that.

The Deputy Chairperson (Ms Armstrong): We have done so.

Mr Polley: You will have done that only last week, so you probably will not have got a response yet.

The Deputy Chairperson (Ms Armstrong): No.

Mr Polley: I suppose that it might be best to wait until those responses come in before we all say that we are all totally happy, if that makes sense, Chair.

The Deputy Chairperson (Ms Armstrong): True.

Mr Frew: Yes. I am content.

The Deputy Chairperson (Ms Armstrong): That is grand. Thank you, David.

Clause 9, then.

Mr Polley: The Department will get the proposed amendment to clause 9 to the Committee as soon as possible. We have received an advance draft from the Office of the Legislative Counsel (OLC) that we are content is a good basis on which to have a discussion. That will be with you very soon. I am not looking at my emails as I am talking to you, so it is possible that it has arrived whilst we have been speaking.

The Deputy Chairperson (Ms Armstrong): It would be useful if we could get that as soon as possible, because we cannot consider something that we do not know. The Committee would have to go forward —

Mr Polley: Absolutely.

The Deputy Chairperson (Ms Armstrong): — with the clause as drafted.

Mr Polley: We have discussed it with you and set out the policy intent, but, if the Chair agrees, it would be sensible to have the discussion when you have the proposed amendment in front of you.

The Deputy Chairperson (Ms Armstrong): Can I impose a date on you for that one? We really need it.

Mr Polley: We are very disappointed that it is not being considered today, although, to be honest, if we had managed to get the proposed amendment to you last night, it would not have been realistic to expect members to consider it before this morning. It should be with you any time soon.

The Committee Clerk: Chair, it has not come into my email yet.

Mr Polley: Has it not?

The Deputy Chairperson (Ms Armstrong): It has not come anywhere near us. We are meeting again on Tuesday, so that is another chance.

Mr Frew: Can we put a date on it — 12.00 noon?

Mr Polley: It is to do with the mysteries of our bureaucracy, as, I am sure, you understand. *[Laughter.]*

The Deputy Chairperson (Ms Armstrong): We have committed to getting this through as quickly as possible. You know that we need the paperwork.

Mr Polley: I know. There is a serious point. We need to get the draft amendment to you and talk to you about it. The Department wants the Bill to get through by the end of the mandate. The Committee has committed to helping us do that — you are doing extra meetings — and we are very grateful. I do not want to abuse the goodwill that the Committee has shown us. We are committed to getting the draft amendment to you as quickly as possible, and I am, as I said, disappointed not to have managed to get it to you this morning.

The Deputy Chairperson (Ms Armstrong): We could bring you back just before Christmas. That would be an interesting one. Paul does not like that. *[Laughter.]*

Mr Polley: We are all focused on avoiding that.

The Deputy Chairperson (Ms Armstrong): A meeting on 23 December is what we are trying to avoid, folks.

Mr Frew: There is a lot of undertone in that. *[Laughter.]*

The Deputy Chairperson (Ms Armstrong): Absolutely. We will have to wait for the paperwork on that, unfortunately. David, will you carry on with clause 10?

Mr Polley: Clause 10 is about electrical safety and refers to schedule 3. There were three outstanding issues. One was the frequency of testing. That would be worked out and put into regulations, so it is not in the Bill. Is the Committee is content with the explanation that we have provided?

The Deputy Chairperson (Ms Armstrong): How long after Royal Assent would the regulations be provided?

Ms O'Neill: A lot of work with industry experts and stakeholder groups is involved in developing the regulations. We are committed to doing that as quickly as we can, but some deliberation and consideration and the provision of a lot of information will be required so that we have regulations that meet the requirements.

The Deputy Chairperson (Ms Armstrong): We talked about clause 9 and schedule 2 needing preparation and consultation, but we hope that there will be no delay with clause 10 and schedule 3, given that they are about electrical safety. It would be useful to have an indication of when the regulations might be brought forward. Is there any potential to amend the date, after Royal Assent, of that provision coming into force? I am looking at the clause on commencement. Clause 13 states:

"(2) The following provisions come into operation on the day after the day on which this Act receives Royal Assent insofar as they confer power to make regulations—"

The issue is when the regulations will be brought forward.

Mr Polley: We do not propose to delay it at all. We want to do it as quickly as possible, but there is a bit of technical detail behind it that we need to work through with the industry, as well as making sure that landlords, letting agents and tenants are aware of what it says. I am wary of putting a date on it, but it is our intention to get on with it first thing, basically, over the summer.

The Deputy Chairperson (Ms Armstrong): I am thinking about our letter to you of 30 November. You are considering including an amendment on electrical testing at six-year intervals. What about portable appliance tests (PAT) for appliances provided by the landlord?

Mr Polley: Those are some of the other issues. The appliances provided by the landlord are covered in the Bill, so the electrical safety testing would apply to appliances provided by the landlord.

Ms O'Neill: The issue of PAT testing was raised in Committee, and you were to let us know your view on it. We wait to see what those deliberations are. We articulated some concerns in the last meeting about the length of time that a tenancy could last. Tenants could come and go, and we wonder how realistic it is. In our HMO guidance, rather than in the legislation, there is a recommendation that PAT testing is carried out. We could cover that in our guidance. However, the issue is how the legal requirement for PAT testing and the requirement in our legislation for electrical safety inspections would align, if that is the route that the Committee wants to pursue.

The Deputy Chairperson (Ms Armstrong): We will discuss that in closed session and come back with clarification. Do you want to come in, before we move on, Paul?

Mr Frew: I take your point on the PAT testing for tenants' portable equipment. I accept your thought process on that, as outlined last week. While there is a gap there, I understand that you will not be able to legislate for it. I accept that. I am a reasonable type of guy.

I also get the schedule 3 bit. With this being so technical, and with so many other vested interests involved — not least the electrical industry; I declare that interest — you will have to get schedule 3 right. I accept that it is better to get it right than to get it quickly.

I am amazed. I look at clause 10, which enables schedule 3, and then at schedule 3. Am I wrong that the five-year period is not stated anywhere in the Bill? Or is that contained in the old Order?

Mr Polley: The frequency of electrical testing is not in the Bill. It would be in the regulations.

Mr Frew: I am content with that. We need more time to work that out. I do not think that five years is the right period, and having it out of sequencing with the registration scheme is not right either. I have not come to a conclusion on what the right period is. At the minute, registration is three years, is that right?

Mr Polley: Yes.

Mr Frew: Three years is far too short for electrical testing. I am undecided as to whether six or nine years is the appropriate period for testing. If I were pressured to choose one, I would say that, if the current position were five years, six years would be the right compromise. However, I am still not satisfied that that is the appropriate timescale and duration between tests. At the minute, there is no requirement at all. I am content to leave 10 years as it is, and then to see what the regulations bring out after consultation with all the sectors involved.

Mr Allen: I will, very quickly, pick up on this point. If we were to synch it with landlord registration, would the Department seek to put, in that registration, a confirmation statement that the checks have been carried out?

Ms O'Neill: We had a look at amending the landlord registration scheme, as part of our review of the rules and regulations of the sector. We thought of there being a requirement for a declaration of fitness, which could incorporate that electrical and safety checks have been carried out. Then we decided that the landlord registration scheme needs a serious overhaul.

A response to one of the other queries from the Committee, further down in the document, gives you some information around our plans to review the landlord registration scheme, to transfer it to councils and to have new legislation. That new legislation would include requirements for property fitness standards — electrical safety checks and smoke and carbon monoxide alarms. All those criteria would have to be met. Everything would have to have that box ticked to the satisfaction of the council at the point of registration. That is our future intent.

Mr Allen: OK.

The Deputy Chairperson (Ms Armstrong): Thank you. We will come back to you with the Committee considerations on PAT testing, but you see the direction that we are taking.

David, do you want to move on to theme 4, security of tenure?

Mr Polley: The first issue is about the validity of requirements for notices to quit that are given by landlords to tenants and by tenants to landlords. We notified the Committee that we were going to start a consultation. Nonetheless, I know that the Committee has to report on the Bill that was tabled. I think that we need to do that now. We have not really discussed in any great detail what is in the Bill.

The Deputy Chairperson (Ms Armstrong): It is about clause 11. Does anybody want to come in on notices to quit?

Nobody is saying anything.

Mr Frew: We are just waiting for you to speak, Deputy Chair.

Mr Polley: Do you want me to make some comments by way of introduction to get things going?

Mr Allen: What underpinned the COVID legislation, David? Why did you go with the dates that were outlined in that legislation in relation to tenancies?

Mr Polley: We went with 12 weeks, no matter how long the length of time had been. With hindsight, that seems very odd. You will recall that, for the initial lockdowns, a lot of things were put in place for

12 weeks. There was a continuity with other protections that had been put in place at that time. It is difficult to remember, nearly two years later, what things were like, but quite a lot of the initial things were put in place for 12 weeks. That was the logic, such as it was. It was emergency legislation. It was not consulted on, and it was done very quickly. We had to do it very quickly. We settled on 12 weeks to align with other health protections that were around at that time.

The Deputy Chairperson (Ms Armstrong): David, at a previous session, the Committee discussed a nuclear option. We are waiting on another consultation happening while the Committee is doing its deliberations. One of the things that we discussed, although we have not had agreement on it yet, is the option to go nuclear and, because we do not have the evidence in front of us, decide that, for everyone, from day 1, whether you have been a tenant for under 12 months or not, we go for the same as the COVID or six months' notice. I do not know how you feel about that. The Committee's hands are tied because the consultation is ongoing and will not report back until after we have completed our stage. There is a lot to discuss. It can be amended by regulations, but I think that we, as a Committee, are quite disappointed. The Committee has discussed a nuclear option. I am starting to favour that because I am a wee bit fed up with the amount of consultation that is happening after we have started our Committee Stage. Is there anything that you can give us on that? Obviously, the consultation is ongoing, but I am sure that you understand that the Committee's hands are tied.

Mr Polley: The Bill, as drafted, offers more protection for tenants. It also gives whomever is Minister the power to make further changes to it and to take into account exemptions. The coronavirus protections were in place during the initial discussions around the Bill. We have moved on quite a lot from when we did our previous consultation. At the Second Stage debate in the Assembly, there was a lot of talk about a lot of different options and different numbers. The point of the consultation is to give some policy basis for those, rather than the Committee just arbitrarily picking some numbers and sticking them in. The point of the consultation is to allow MLAs some basis of research, comparison and consultation to make some decisions about what those lengths of time might be and what sorts of cases that they might apply to and things like that about the principles around the decision.

If the Committee were to propose some arbitrary changes, that would undermine the entire point of the consultation. The point of the consultation is to put MLAs in the position of having some basis of fact to make proposed changes to the Bill. At the Second Stage, we got a strong sense, including from our Minister's party — I will be entirely upfront about that — that Members were not content with how the Bill was drafted. If you do not think that the period is long enough, how long should it be? What sort of things should be exempt? There was no basis for those discussions.

To put it completely bluntly: if the Committee suggests an amendment, and the Assembly was to pick an amendment that had a very long notice to quit with no exemptions, our advice would be that it is very likely to put the Bill outside its competence on article 1 of protocol 1. There would be a risk of losing the whole Bill.

The Deputy Chairperson (Ms Armstrong): I will bring in the Committee Clerk at this stage.

The Committee Clerk: Chair, schedule 2 is now with us, and it will be circulated to members. It might be helpful if David talked through clause 11 as currently drafted for the record.

The Deputy Chairperson (Ms Armstrong): David, when the Department decided that it was going out to consultation on that, we were notified. I believe that there were discussions in the Department at least a month before the notice was given to the Committee, and it has taken away from us. At this stage, you talk about the Committee coming forward with arbitrary figures or lengths of time. Basically, what is in the Bill is on exactly the same basis. We will go through that. The Committee has talked about changes to the length of time and so on. We will go through what we have now, because that is all that the Committee can consider.

Mr Polley: Karen, will you find what we would like to read for the record, while I answer one of the Chair's points?

Chair, there is nothing arbitrary about it. The Department consulted on that about five years ago. That is the result of a properly open policy exercise, albeit one that happened quite a while ago and before the emergency protections came in and the ground somewhat shifted under our feet. The Department is content that what is in front of the Committee is based on a properly, soundly reasoned policy process.

The Deputy Chairperson (Ms Armstrong): We have had witness statements that have suggested time limits as well. We have all consulted. Unfortunately, what we have in front of us will obviously not be there after your consultation goes forward. However, please go through clause 11 as it stands, because that is all we can [*Inaudible.*]

Ms Barr: Clause 11, as drafted, introduces a number of amendments to article 14, as well as inserting new article 14A. It will provide extra protection for tenants and extend the mandatory notice to quit period for landlords to provide to tenants to eight weeks after the first 12 months until the tenancy is 10 years old. The notice to quit for tenancies longer than 10 years will remain unchanged at 12 weeks. In the case where a notice by a landlord is issued for a tenant to quit a dwelling house under a tenancy, that will have to be provided in the prescribed form and contain prescribed information that will subsequently be set by the Department in regulations.

In a case where a tenant is giving such a notice, it will need to be in writing, with the relevant period being four weeks if the tenancy has not been in existence for more than 10 years. The period will be 12 weeks if the tenancy has been in existence for more than 10 years.

The clause provides a provision to alter the notice to quit periods by regulations and applies specific exemptions if the relevant period is extended, which is subject to the draft affirmative procedure. That imposes a duty that the Department must consult on any new provisions with the landlord and tenant representatives and appropriate persons, before laying any drafts before the Assembly. That is the clause as it is now.

The Deputy Chairperson (Ms Armstrong): Does anyone have any comments?

In the consultation, is any consideration given to an extra length of time for anyone who is older, has a family or has disabilities? If you have young children or limited mobility, finding alternative suitable accommodation when you have been given a notice to quit is quite difficult. In your consultation, is consideration given to that, which may amend the section?

Mr Polley: No. We thought that it would be difficult to incorporate the characteristics of the tenant or household into legislation. We wanted to extend protections for everybody, not just for people who might have particular reasons for taking longer.

Ms Barr: There are three options in the consultation: eight weeks, 12 weeks and 26 weeks. You would assume that people who have disabilities and need longer would choose the longer notice.

The Deputy Chairperson (Ms Armstrong): OK.

Mr Allen: Just remind me, David: does the coronavirus modification legislation expire at the end of March?

Ms O'Neill: It is 4 May.

Mr Allen: When does the consultation end?

Ms O'Neill: It ends on 25 January.

Mr Allen: Has the Department set any timeline for when it hopes to have all those consultation responses analysed and then to bring forward for consideration any potential amendments to regulations?

Ms O'Neill: We are working with the Chartered Institute of Housing, which carried out some research for us, and I know that it presented evidence to the Committee. It is helping to facilitate some very focused discussions with stakeholder groups in the sector in the second week of January. It is in the process of drawing those up. It will be doing an analysis for us of all the responses that have been received, and we are keen to get that as quickly as humanly possible to look at what needs to be amended in the Bill.

Mr Allen: How quickly into the next mandate do you think that we will be considering regulations?

Ms O'Neill: Very quickly. Pretty much at the start of it.

Mr Allen: Can you put a timeline on it? I know that you are always hesitant to do that, but can you put a timeline on it?

Mr Polley: The idea is to have the consultation written up to inform the Bill as it goes through.

The Deputy Chairperson (Ms Armstrong): It takes away the place of a Committee on that stage then. Not to be flippant, but it makes life very difficult for us.

Mr Allen: Could we be in a position where we have a more informed position at Consideration Stage?

Mr Polley: That would be our intention.

Ms O'Neill: That would be the intention.

Mr Allen: Would the Minister be minded to table amendments at Consideration Stage if the consultation strongly suggests that the current parameters in the Bill are not strong enough?

Mr Polley: I thank the member for his hypothetical question. I suppose, we will come to that point in mid-February.

Mr Allen: With the greatest respect, David, in reality, we have been bounced on this, and I am not happy and Committee members are not happy. This is becoming more of an occurrence with the Department. That is the reason for my question. With respect, it was not a flippant or hypothetical question.

Mr Polley: I am sorry. I apologise to the member. It is an entirely reasonable timeline that you have suggested. It is a difficult one for us to answer at this point having just started the consultation.

Ms O'Neill: It is fair to say that the Minister is very focused on extending the notice to quit. She has made that statement publicly. She has said that it is her intention to extend the notice to quit even beyond the eight weeks. That is what it is hoped to inform with the consultation, because we could not go in and make changes to the Bill without having a basis for doing that. The Minister is minded to extend it and has said that publicly, and we are hoping that the consultation will inform that.

The difficulty with drafting it is that consideration will have to be given to exemptions to any further extension. We had representations, which is why we introduced it in the first place, and we heard some terrible stories. While landlords will tell us that 98% of tenancies end when the tenant gives notice to quit, we heard from tenants who were given really short notice to quit by landlords and given no time to find somewhere else to live. We also heard from landlords who have tenants who are in huge arrears with their rent and are engaged in antisocial behaviour.

We do not have exemptions in the eight weeks, because it was a blanket to increase the time that people were given to find alternative accommodation, but we will have to look at what the exemptions will be and how long they will be for, which will involve some work with our drafters before we come back to you. Ultimately, we hope that we can get it done as the Bill goes through Consideration Stage.

Mr Allen: I appreciate the comments that you highlighted. Certainly, that is my experience on the ground, given what I am seeing and hearing. That was true, even of the coronavirus legislation; in many instances, landlords and tenants did not even realise that the notice period had been changed. I appreciate that it is not easy.

Mr Durkan: I was hoping to ask a couple of questions along the line that Andy took. I am not sure that I heard you correctly, David; there is a lot of noise in the background here. Should an amendment be brought forward to extend the notice to quit period, as is in the Bill, and it was too long, it might be deemed to be outside the competence of the legislation. How long is too long?

Mr Polley: We would have concerns that, at a certain point — it can be difficult to define exactly when that is, which is partly why we are doing a consultation — and if there are not exemptions, it could be considered to be outside the competence of the Bill, on article 1 of protocol 1 rights, which relate to the free enjoyment of your property. Exemptions cover the bit in the middle. At the moment, we are suggesting that the notice to quit period goes up to eight weeks, and that is fine. We are happy that

that is within the Bill's competence. There is a point where exemptions would come into play, so it could be longer for some things than others. Ultimately, there would be a point where you might be at risk — this is the sort of advice that you get — of sailing too close to the wind. We would want to be careful about that.

The Deputy Chairperson (Ms Armstrong): May I ask for clarification? As it is currently drafted, in clause 11(5), where it amends article 14 of the 2006 Order, the Bill already mentions up to six months. How would that be outside of scope?

Mr Polley: As regards parameters, we have put some stakes in the ground in the Bill. The first point is that it should be eight weeks in all circumstances, in the Bill as drafted. The second point is that we have a power to extend up to six months. However, you would need to start thinking about exemptions in that bit in between.

The Deputy Chairperson (Ms Armstrong): As the Bill is drafted at the moment, it is up to six months.

Mr Polley: It is up to six months. The power to take a regulation to extend beyond what is in the Bill is for up to six months, but that should take into account possible exemptions, which is the next bit.

Mr Durkan: Does it say that?

Ms O'Neill: No, it does not say that in particular in clause 11(5).

The Deputy Chairperson (Ms Armstrong): Do you want to add anything, Mark?

Mr Durkan: I am a wee bit confused; I think that it is because I did not hear it correctly the first time. I wonder where that leaves the Committee, because a few members, if not all, have expressed some sort of desire to see that moved up to 12 weeks. However, were we minded to table a Committee amendment, are you saying that we cannot do so until that consultation has been carried out?

Mr Polley: The Committee could, obviously, suggest an amendment if it wanted to. Our concern is that the Chair mentioned making it six months, but it has been made quite clear to us that, as it gets closer to six months, there would need to be exemptions. That is the next bit. The new paragraph (4), under clause 11(5), talks about "different cases". The amendment may:

"not apply in relation to cases specified in the regulations".

As you go beyond the eight weeks, some things would not apply. That could be for things like antisocial behaviour. In other places, it is things like large arrears of rent. The Department would have to do some work to define those things. What does antisocial behaviour mean? What is a large arrears of rent? There has been a bit of talk about a domestic violence exemption, and we would need to think through exactly how that would work and how it might apply.

The Deputy Chairperson (Ms Armstrong): The consequential amendment that we need to think about is the homelessness definition in other law. The Committee spoke about that with you. The notice to quit period — whatever it is — needs to align with the homelessness definition, because there is no point in saying to someone, "You have eight weeks, 12 weeks or six months to quit", if they do not have anywhere else to live. They would effectively be homeless, but a person cannot qualify for a homelessness statement until four weeks after they have been evicted. We would love to have talked to you about consequential amendments, but we cannot do that until the consultation ends. Does the consultation consider aligning the definition of homelessness with notices to quit?

Mr Polley: Chair, I thought that we had replied to the Committee on that. The concern is that that definition is in legislation that relates to homelessness. We are not sure that this Bill could cause a consequential amendment in another piece of legislation.

The Deputy Chairperson (Ms Armstrong): We will need to talk about it as a Committee.

Mr Polley: Do you want me to check on that?

The Deputy Chairperson (Ms Armstrong): Yes. We will also talk to our Committee Clerk about it. It is a concern of mine that, if we define a notice to quit — not the tenant's but the landlord's notice to quit — someone might then have difficulties. We all know, as MLAs, that there are people who are given notices to quit and have nowhere else to go because the housing stock available in the area is so limited. That person then becomes homeless. We do not want to create that difficulty. Do members have anything else to say?

I have to admit that, given COVID, I am minded to move to 12 weeks' notice until such times as the Minister comes forward with her amendments. I am just one voice, however. I am quite cross today, as not just a Chair but a Committee member, that, yet again, we are being bounced in the middle of a Committee session and therefore cannot effectively scrutinise part of a Bill that will be brought forward after Committee Stage. We will talk it over in closed session and may come back to you. We all know that, after consultations take place, reports take as long as they take to be written — sometimes, a very long time — so we want to get the Minister's assurance that, when we hit Consideration Stage, the report will be available to MLAs to consider.

Mr Polley: OK.

The Deputy Chairperson (Ms Armstrong): We will move on to —

Mr Polley: Thank you very much, Chair. From our point of view, the sooner we know what you are thinking, the better. That would be really helpful for us.

The Deputy Chairperson (Ms Armstrong): Yes.

Mr Polley: Thank you. Is that everything on clause 11?

The Deputy Chairperson (Ms Armstrong): Yes.

Mr Polley: No issues have been raised with us on clause 12.

The Deputy Chairperson (Ms Armstrong): Yes, true.

Mr Polley: On clause 13, "Commencement", we had a discussion last time about the resourcing of councils. In our reply, we sent some information about longer-term plans to move the landlord register to councils. That would mean that they were better resourced, because they would have the income from the landlord registration fees in order to properly carry out the enforcement functions that they have at the minute on private tenancies. Is the Committee happy with that response, or does it want anything further?

The Deputy Chairperson (Ms Armstrong): Will councils be allowed to set their level of landlord registration fees, or will it be a set figure across all council areas?

Ms O'Neill: As the project develops and moves forward, Chair, any fee will be set in conjunction with the councils, because they set the fee for HMOs when the HMO function was transferred to them. We will certainly not impose anything on the councils without their full input and agreement.

The Deputy Chairperson (Ms Armstrong): Are the landlord fees for where the private tenant is based — that is, the private house that the landlord own as opposed to where the landlord is based?

Ms O'Neill: That is our intention. At the moment, a tenant pays the fee and it goes into a central pot; it is not divided out geographically. You might imagine that that would make perfect sense, but it was considered in the research report that was produced in conjunction with the councils on what registration could and should look like. Some work was done — it needs a lot more work — on what the fees should be, whether the registration period should change from three years to five years, what the programmes of inspections should be for properties in each council area and whether, if the property being inspected is located in a particular council area, the fee should go to that council because it would have responsibility for carrying out the inspection.

The Deputy Chairperson (Ms Armstrong): If the full amount was not used, what would happen to that fee? Would it just roll forward?

Ms O'Neill: Yes. It would be attributed over different periods. We use the fee to fund the mediation pilot and the landlord helpline.

The Deputy Chairperson (Ms Armstrong): OK. That is grand. Do you want to move on to clause 14? That is just the short title, so there should not be any problems.

Mr Polley: Chair, no issues were raised about clause 14. Is the Committee happy?

The Deputy Chairperson (Ms Armstrong): We are.

Mr Frew: Sorry, may I raise something?

The Deputy Chairperson (Ms Armstrong): Nearly happy.

Mr Frew: I am only joking. *[Laughter.]*

Mr Polley: Chair, we did not cover clauses 1 and 2. We jumped straight into clause 3. For completeness —

The Deputy Chairperson (Ms Armstrong): OK.

The Committee Clerk: Chair, I think that we are OK with clauses 1 and 2.

The Deputy Chairperson (Ms Armstrong): I think that we went through as much of clauses 1 and 2 as we needed to, but is there anything new?

Mr Polley: Our point on clauses 1 and 2 is that we think that we answered all the queries and do not think that anything is outstanding.

The Deputy Chairperson (Ms Armstrong): OK. No problem.

We need to come back to you with a few things that we will discuss in closed session. We need that new schedule 2 as quickly as possible.

The Committee Clerk: It is here.

The Deputy Chairperson (Ms Armstrong): Oh, it is here. Sorry. We will get that circulated and come back to you.

Mr Frew: It is comprehensive.

The Deputy Chairperson (Ms Armstrong): OK.

Thank you very much. If you do not mind, we may come back to you later. We will contact you to let you know whether that will happen

Ms O'Neill: OK. That is fine. Thank you, Chair.

The Deputy Chairperson (Ms Armstrong): Thank you very much.

Mr Polley: Thank you very much, Chair and members. That was brilliant.

The Deputy Chairperson (Ms Armstrong): We are getting there.

Mr Polley: I feel as though we moved on with a lot of it. We look forward to hearing from you. Thank you.

The Deputy Chairperson (Ms Armstrong): No problem. Thank you so much.