

# Report on the Legislative Consent Memorandum for the Renters (Reform) Bill

May 2024

## 1. Background

**1.** The Renters (Reform) Bill (“the Bill”) was introduced in the House of Commons on 17 May 2023. Committee stage in the House of Commons commenced on 14 November 2023. The Department for Levelling Up, Housing and Communities is sponsoring the Bill.

**2.** The long title of the Bill states that it is a Bill to:

*“Make provision changing the law about rented homes, including provision abolishing fixed term assured tenancies and assured shorthold tenancies; imposing obligations on landlords and others in relation to rented homes and temporary and supported accommodation; and for connected purposes.”*

**3.** Standing Order 29 provides that the Welsh Ministers must lay a Legislative Consent Memorandum (“LCM”) where a UK Bill makes provision in relation to Wales:

- i. for any purpose within the legislative competence of the Senedd (apart from incidental, consequential, transitional, transitory, supplementary or savings provisions relating to matters that are not within the legislative competence of the Senedd); or
- ii. which modifies the legislative competence of the Senedd.



4. Julie James MS, Cabinet Secretary for Housing, Local Government and Planning, but the then Minister for Climate Change (“the Cabinet Secretary”)<sup>1</sup>, laid an LCM on 30 January 2024.

5. On 6 February 2024, the Business Committee referred the LCM to the Local Government and Housing Committee (“the Committee”) and the Legislation, Justice and Constitution Committee for consideration, with a reporting deadline of 15 March 2024. On 27 February 2024, the Business Committee agreed to extend the reporting deadline until 26 April 2024. On 16 April, the Business Committee agreed to further extend the reporting deadline until 10 May 2024.

## 2. The LCM

6. Paragraphs 7 to 12 of the LCM summarise the Bill and its policy objectives.

### Provisions for which consent is sought

7. The LCM states the Welsh Government’s view that consent is required for amendments laid at the House of Commons Committee stage on 14 November 2023.

8. The Welsh Government states at paragraph 11 of the LCM that following an approach by the UK Government, it was:

*“invited to make provision concerning prohibiting discrimination in relation to children or benefits status.”*

9. On the Welsh Government’s request a new Chapter 4 was inserted into Part 1 of the Bill.

10. The new Chapter 4 in Part 1 relates only to Wales and amends both the Renting Homes (Fees etc.) (Wales) Act 2019 and the Renting Homes (Wales) Act 2016. New Part 2A is inserted into the 2019 Act creating an offence for a landlord or person acting or purporting to act on a landlord’s behalf from discriminating in relation to occupation contracts against persons who would have children live with or visit them or who are benefits claimants and makes other provision about discrimination of that kind (‘blanket ban’). The 2016 Act is amended so that

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<sup>1</sup> Following the appointment of the First Minister on 20 March, Julie James MS was appointed as Cabinet Secretary for Housing, Local Government and Planning

the prohibition on children and benefit claimants is made a fundamental term for all occupation contracts.

**11.** Paragraphs 13 to 26 of the LCM list the clauses that require consent under Standing Order 29. The UK Government agrees that these clauses require the consent of the Senedd.

## **Part 1, Chapter 4**

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### **Clauses 37 and 38**

**12.** Clause 37 (amendment Gov NC48) and Clause 38 (amendment Gov NC49) respectively amend the Welsh and English language text of the Renting Homes (Fees etc.) (Wales) Act 2019 concerning the blanket ban. These clauses insert new Part 2A into the Renting Homes (Fees etc.) (Wales) Act 2019 to ban landlords or persons acting or purporting to act on a landlord's behalf from adopting certain discriminatory practices which make it harder for people who have children (or have children visit them) or who are benefits claimants, to enter into an occupation contract.

**13.** New Part 2A contains new sections 8A to 8K to prohibit discrimination relating to children and benefits status.

#### **8A (Prohibition of discrimination relating to children)**

**14.** New section 8A(1) creates an offence for a 'relevant person' in relation to a dwelling that is to be the subject of an occupation contract (a) on the basis that a child would live with or visit a person at the dwelling if the dwelling were the person's home to prevent the person from enquiring whether the dwelling is available for rent, accessing information about the dwelling, viewing the dwelling to consider whether to seek to rent it or obtaining the grant, renewal or continuance of an occupation contract in respect of the dwelling; or (b) to apply a provision, criterion, or practice in order to make people who would have a child live with or visit them at the dwelling less likely to obtain the grant, renewal or continuance of an occupation contract in respect of the dwelling than people who would not. It is a defence for the relevant person to prove the conduct is a proportionate means of achieving a legitimate aim (subsection (2)). It is a defence for the relevant person to prove the prospective landlord (subsection (3)) or a superior landlord is insured under a contract of insurance to which section 8H does not apply and which contains a term which requires the insured to prohibit a contract-holder from have a child live with/visit them at the dwelling or requires the landlord to restrict the circumstances in which a contract-holder

may do so and the conduct is a means of preventing the prospective landlord from breaching that term. A person guilty of an offence under subsection (1) is liable on summary conviction to a fine.

#### **8B (Prohibition of discrimination relating to benefits status)**

**15.** New section 8B(1) creates a similar offence for a relevant person as for section 8A(1), but on the basis a person is a benefits claimant. In this new section, there is a defence for the relevant person to prove the prospective landlord or a superior landlord is insured under a contract of insurance to which section 8H does not apply and which contains a term which requires the insured to prohibit a contract-holder of the dwelling from being a benefits claimant, and the conduct is a means of preventing the prospective landlord from breaching that term (subsection (2)). A person guilty of an offence under subsection (1) is liable on summary conviction to a fine.

#### **8C (Exception for publication of advertisements etc)**

**16.** New section 8C creates an exception for publication of advertisements so conduct does not constitute an offence under section 8A(1) or section 8B(1) if it consists only of publishing adverts or disseminating information, providing a means by which a prospective landlord can communicate directly with a prospective contract-holder, providing a means by which a prospective contract-holder can communicate directly with a prospective landlord, or things of a description, etc specified for the purposes of this section in regulations.

#### **8D (Continuing breach of prohibition after fixed penalty)**

**17.** New section 8D deals with a continuing breach of prohibition after fixed penalty and a person commits an offence if a fixed penalty notice has been given to the person under section 13 of the Renting Homes (Fees etc.) (Wales) Act 2019 for an offence under Part 2A and conduct continues after 28 days from when notice was given under section 13.

#### **8E (Repeated breach of prohibition after fixed penalty)**

**18.** New section 8E deals with the repeated breach of prohibition after fixed penalty and a person commits an offence if a FPN has been given under section 13 for an offence under Part 2A and the person commits another offence within 5 years from when the notice under section 13 was given.

### 8F (Terms in superior leases relating to children or benefits status)

**19.** New section 8F deals with terms in superior leases which are not binding if they require a tenant under that inferior lease to prohibit a contract-holder from having a child live with or visit them at the dwelling or restrict circumstances in which a contract-holder may have a child live with/visit them at the dwelling. The lease continues, so far as practicable, to have effect in every other respect. This does not apply if the requirement is a proportionate means of achieving a legitimate aim or the landlord under the lease or superior landlord is insured under an insurance contract to which section 8H does not apply and where there is a term requiring the insured to prohibit a contract-holder from having a child live with/visit them at the dwelling or restrict circumstances in which a contract-holder may have a child live with or visit them at the dwelling and the requirement is a means of preventing the insured from breaching that term.

### 8G (Terms in mortgages relating to children or benefits status)

**20.** New section 8G deals with terms in mortgages which are not binding if it would require the mortgagor to prohibit a contract-holder from having a child live with/visit them at the dwelling or restrict the circumstances in which a contract-holder may have a child live with/visit them at the dwelling. The mortgage continues, so far as practicable, to have effect in every other respect.

### 8H (Terms in insurance contracts relating to children or benefits status)

**21.** New section 8H deals with terms in insurance contracts, again not binding if it would require the insured to prohibit a contract-holder from having a child live with/visit them at the dwelling or restrict the circumstances a contract-holder may have a child live with/visit them at the dwelling subject to an occupation contract. The insurance contract continues so far as practicable, to have effect in every other respect. This section applies to insurance contracts entered into or whose duration was extended on/after the day on which this section comes into force

### 8I (No prohibition on taking income into account)

**22.** New section 8I ensures that nothing in new Part 2A prohibits taking a person's income into account in considering whether that person would be able to afford to pay rent under an occupation contract.

## **8J (Power of the Welsh Ministers to amend Part 2A)**

**23.** New section 8J provides that the Welsh Ministers may by regulations amend Part 2A to make in relation to persons of another description, provision corresponding, with or without modifications, to the provision made by Part 2A in relation to persons who would have a child live with/visit them or who are benefits claimants. A Statutory Instrument containing regulations under new section 8J will be made under the affirmative procedure (see the amendment being made to section 27(3) of the 2019 Act).

## **8K (Interpretation of Part 2A)**

**24.** New section 8K provides definitions and interpretation of the new Part 2A.

## **Clause 39**

**25.** Clause 39 (amendment Gov NC50) ‘Amendment of short title of the Renting Homes (Fees etc.) (Wales) Act 2019’ amends the short title of the Renting Homes (Fees etc.) (Wales) Act 2019 in both the Welsh and English language texts to include “discrimination” to reflect the changes made by new clauses 37 and 38. The amended title will read the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019.

## **Clause 40**

**26.** Clause 40 (amendment Gov NC51) ‘Regulations under sections 8C and 8J of the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019’ provides that regulations under section 8C (Exception for publication of advertisements etc) or 8J (Power of the Welsh Ministers to amend Part 2A of the 2019 Act) (as inserted by this Act) may only make provision which would be within the legislative competence of Senedd Cymru if contained in an Act of the Senedd. These regulations must be made under the affirmative procedure.

## **Clause 41**

**27.** Clause 41 new Chapter 6A (amendment Gov NC52) ‘Amendments of the Renting Homes (Wales) Act 2016 regarding discrimination’ amends the Welsh and English language texts of the Renting Homes (Wales) Act 2016 to prohibit landlords in Wales from stopping a contract-holder from having children live with or visit them or claiming benefits. It also amends section 30, 54 and Schedule 1 to the 2016 Act. New Chapter 6A inserts section 54A and 54B into both the Welsh and English language texts of the 2016 Act. It makes the

prohibition on children/benefits claimants a fundamental term of the 2016 Act for occupation contracts.

## Part 5

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### Clause 113

**28.** Clause 113 (amendment Gov NC47) ‘Power of Welsh Ministers to make consequential provision’ confers a power on the Welsh Ministers to make provision by regulations consequential on Part 1 to an Act or Measure of Senedd Cymru passed before the Renters (Reform) Act or an Act passed before this Act or later in the same session of Parliament of this Act. The power to make regulations includes a power to make supplementary, incidental, transitional or saving provision, including for the regulations to apply in relation to occupation contracts granted, renewed or continued, or advertising begun, before the date on which the regulations come into force and so has retrospective effect. Regulations may only make provision which would be within the legislative competence of Senedd Cymru if contained in an Act of the Senedd. A statutory instrument containing (whether alone or with other provision) regulations under this section that amend or repeal provision made by an Act or Measure of Senedd Cymru, or by an Act, may not be made unless a draft of the instrument has been laid before, and approved by a resolution of, Senedd Cymru (affirmative procedure). Any other statutory instrument containing regulations under this section is subject to annulment in pursuance of a resolution of Senedd Cymru (negative procedure).

### Clause 110

**29.** Clause 110 (amendment Gov 97) (Clause 54 as Introduced) ‘Crown application’ provides that the Crown will be bound by the new clauses which make freestanding provision in the Bill intended to mean that the Crown will be bound by the new clauses containing prohibitions on discriminatory practices.

### Clause 112

**30.** Clause 112(1) (amendment Gov 102) (Clause 56 as Introduced) ‘Regulations’ This amendment substitutes the word ‘Part’ to ‘Act’ in clause 112(1). The effect provides that provisions about regulations in clause 112(1) apply in relation to regulations under the new clauses added to the Bill. Regulations under new sections 8C and 8J will follow the affirmative procedure (see amendments being made to section 27(3) of the 2019 Act).

**31.** Clause 112(3) (amendment Gov 103) (Clause 56 as Introduced) ‘Regulations’ This amendment provides for the provision for regulations to be made by statutory instrument to cover all the regulations under the Bill. Welsh Ministers regulations will be made under the negative procedure.

### **Clause 116**

**32.** Clause 116 (amendment Gov 125) (Clause 67 as Introduced) ‘Commencement and application’ this amendment confers a power on the Welsh Ministers to commence Chapter 4 to the Renters Reform Act 2024 by order.

### **Clause 117**

**33.** Clause 117(1) (amendment Gov 126) (Clause 68 as Introduced) ‘Transitional provision’ inserts new subsection (1) which confers a power on the Welsh Ministers to make transitional or saving provision in connection with the coming into force of any provision of Chapter 4 in Part 1 by order.

**34.** Clause 117(2) (amendment Gov 127) (Clause 68 as Introduced) ‘Transitional provision’ is consequential on amendment Gov 126 and removes the provision that the Welsh Ministers can make under clause 117 (transitional provision) from the ambit of the Secretary of State’s power to make transitional or saving provision in connection with the rest of the Bill, to avoid overlap between the powers of the Welsh Ministers and those of the Secretary of State.

**35.** Clause 117(3) (amendment Gov 128) (Clause 68 as Introduced) ‘Transitional provision’ inserts new subsection (1) and the power to make an order under subsection (1) includes power to provide for a provision of Chapter 4 to apply in relation to occupation contracts granted, renewed or continued, or advertising begun, before the date on which the provision comes into force and may apply to occupation contracts before the date on which the provisions comes into force.

**36.** Clause 117(5) (amendment Gov 129) (Clause 69 as Introduced) is consequential on amendment 126 and ensures clause 117(3) of the Bill applies in relation to the Welsh Ministers’ power to make transitional or saving provision as a result of that amendment.

## Delegated powers

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**37.** The Bill contains delegated powers to make subordinate legislation. All powers are conferred on the Welsh Ministers in relation to Wales.

## Reasons for making these provisions for Wales in the Renters (Reform) Bill

**38.** Paragraphs 31 to 35 of the LCM set out the reasons why provision is being made for Wales in the Bill. The Cabinet Secretary notes:

*“In my opinion, seeking the application of the blanket ban provisions to Wales in a UK Bill would allow me to deliver a discrete policy aim promptly, within an extremely shorter timeframe than would otherwise be possible if we were to seek to achieve the same aim via legislation in the Senedd. The Bill is expected to receive Royal Assent in Spring. Making provision in this manner therefore enables the policy benefits to be delivered in Wales in an expedited manner and without impact on our wider legislative programme.*

*The blanket ban provisions broadly follow the UK Government’s provisions for England, however, there are differences, for example enforcement will be via the criminal law rather than via a civil penalty for breach of the blanket ban (Amendments Gov NC48 and NC49). This is to ensure consistency with existing Welsh legislation, i.e. the Renting Homes (Wales) (Fees etc.) (Wales) Act 2019.*

*The blanket ban will apply to all occupation contracts in Wales, in line with the principle underpinning the Renting Homes (Wales) Act 2016 and the 2016 Act is being amended to make new fundamental terms.*

*There is a pressing need for the provisions in the Bill to have retrospective effect in that there is an urgent social need for the provisions to apply to existing occupation contracts, leases and mortgage terms in order for contract-holders and prospective contract-holders to benefit from the blanket ban. Without such provision, the main policy objective could be undermined*

*and/or its benefits postponed for many years in respect of dwellings subject to such terms.*

*The benefit to contact-holders who are or may be on benefits or who have or may have children as well as the societal benefits of such persons being able to find appropriate housing more easily and not have to rely on homelessness assistance from local councils far outweigh the disadvantage to mortgagees and landlords of making provision with retrospective effect. In addition, it will avoid the injustice of a two-tiered system that would operate for many years to come with only new occupation contract-holders having the benefit of the blanket ban protection.”*

### Financial implications

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**39.** At paragraph 36 of the LCM the Welsh Government states that:

*“No financial implications have been identified to date should these provisions apply in Wales.”*

## 3. Committee consideration

**40.** We initially considered the LCM at our meeting on 29 February 2024. At the same meeting we also considered letters from the Legislation, Justice and Constitution (LJC) Committee inviting the Cabinet Secretary to attend an oral evidence session and seeking an extension to the original reporting deadline. We agreed to give further consideration to the LCM following the LJC Committee's evidence session. The LJC Committee wrote to us on 19 March to draw our attention to the evidence provided.

**41.** The Cabinet Secretary set out the Welsh Government's rationale for using the LCM process to make these legislative changes for Wales:

*“The existing UK Bill provision offers the opportunity to make a sensible and advantageous provision for Wales in circumstances where we would not be able to make such provision in anything like the timescale that this Bill affords us the opportunity to do. We've obviously considered whether we could bring the changes through a Senedd Bill, and that also includes working with the constraints we have, the number of*

*officials we have, the lawyers we have and so on. [ ] This Bill appears to afford an opportunity to make a provision that is advantageous to Wales. It doesn't seem to disadvantage us in any way for doing this, and so we've taken the opportunity to do so.”<sup>2</sup>*

**42.** With regard to consulting Welsh stakeholders on the provisions, the Cabinet Secretary told the LJC Committee:

*“I just want to be clear with the committee: I'm not pretending that we've done a consultation that's adequate in Wales; we have not consulted, and that's because of the speed with which the amendments were introduced and the way that the process was done. But we have discussed it in our stakeholder groups. That isn't a consultation, I don't want to give that impression, but we have had informal discussions in the stakeholder groups, and we've encountered no-one who thinks that this isn't a good idea. But I'm not pretending to the committee in any way that that's a full consultation.”<sup>3</sup>*

**43.** In relation to the provisions applying retrospectively, the Cabinet Secretary told LJC Committee that landlords would not be prosecuted for any non compliance that occurred prior to the law coming into force, adding:

*“The retrospectivity is simply to apply these provisions, from the point in time that they become law, to existing contracts.”<sup>4</sup>*

**44.** In light of the extensions to the reporting deadline, we agreed to seek views from relevant stakeholders on the provisions of the Renters Reform Bill, in particular those relating to Wales. We were able to do this as our consideration of the LCM coincided with holding evidence sessions with stakeholders relating to our work on the private rented sector. Had these sessions not been previously confirmed, there would have been insufficient time to hear from these stakeholders. We did not have sufficient time to undertake a full consultation, therefore the views we heard were limited to the small number of stakeholder organisations who had previously agreed to attend evidence sessions relating to the private rented sector.

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<sup>2</sup> [Legislation, Justice and Constitution Committee 11 March 2024, Record of Proceedings \(RoP\) paragraph 6](#)

<sup>3</sup> [Legislation, Justice and Constitution Committee 11 March 2024, RoP paragraph 57](#)

<sup>4</sup> [Legislation, Justice and Constitution Committee 11 March 2024, RoP paragraph 91](#)

**45.** The policy of legislating to prevent landlords or agents from discriminating against persons who would have children live with or visit them or who are benefits claimants was welcomed by stakeholders. Rent Smart Wales told us that “it’s a really good idea”, “overdue” and “can only benefit the sector over the longer term”.<sup>5</sup>

**46.** Tai Pawb told us:

*“Anything that brings around change in this area we would welcome. [ ] I think a survey by Shelter Cymru found that 37 per cent of landlords in Wales say they do not, or prefer not, to let to tenants on benefits. And I think it was something like the equivalent of 75,000 tenants across Wales that have reported discrimination when they tried to find their current homes. So, this is a significant issue.”*

**47.** Tai Pawb went on to highlight the importance of enforcing the provisions, stating:

*“it’s not just about having the legislation in place; it’s being able to make a difference with it.”<sup>6</sup>*

**48.** We heard from Rent Smart Wales that they had been made aware of the provisions by the Welsh Government:

*“we have had Welsh Government officials come along to the housing expert panel and brief local authority staff members across Wales about the proposals, and, similarly, they have attended a Rent Smart Wales stakeholder group meeting, which is attended by a whole host of stakeholders involved in the private rented sector. So, there has been a presentation there as well.”<sup>7</sup>*

**49.** Coastal Housing told us that they would need to consider the impact the provisions could potentially have on the Welsh Housing Partnership, an intermediate rent project which requires tenants to be in employment, explaining that the scheme is aimed at “people who don’t qualify for social housing, but they don’t have sufficient income or savings to be able to purchase

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<sup>5</sup> [Local Government and Housing Committee, 29 February 2024, Record of Proceedings \(RoP\), paragraph 238](#)

<sup>6</sup> [Local Government and Housing Committee, 6 March 2024, RoP, paragraphs 120-121](#)

<sup>7</sup> [Local Government and Housing Committee, 29 February 2024, RoP, paragraph 238](#)

their own home”. Coastal Housing also highlighted the need to clarify whether the provisions relating to children specify those under 18 as “there is an issue with adult children living in properties, particularly where properties are age restricted.” Coastal Housing added:

*“we'd need to understand if the legislation is specific in terms of under 18 or whether it captures adult children in that context as well.”<sup>8</sup>*

**50.** We heard from the National Residential Landlords Association (“NRLA”) that increasing the supply of rental accommodation is key to preventing discrimination, we were told

*“If you were a landlord and you had 10 tenants put in front of you as possible contract holders, you'll choose the best one for you, so you may well use an element of discrimination in who you choose. Now, whilst the renters reform will say that, on the advertising, you can't say, 'No this, no this, no this', when you have a number of people who are applying for the property, you will automatically choose the best person for you, so you will automatically discriminate.”<sup>9</sup>*

**51.** The NRLA emphasised that if the anti-discrimination provisions are going to be effective:

*“tenants have to be able to choose the property where they will live [ ] So, we're back to supply. We have to increase supply.”*

**52.** We considered the LCM again at our meeting on 18 April, and as the Cabinet Secretary attended our meeting on 24 April in relation to our work on the private rented sector, we took the opportunity to also discuss the LCM. We asked the Cabinet Secretary as to why the Welsh Government had not requested that the provisions in the Bill relating to pets be extended to Wales, the Cabinet Secretary told us:

*“We weren't given the opportunity to do so, basically. So, we weren't asked to pick and choose which bits of the Bill we'd like to have applied to us. An offer was made to us to be involved in the no-benefits-claimants and no-children exclusions, and so*

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<sup>8</sup> [Local Government and Housing Committee, 6 March 2024, RoP, paragraphs 125-126](#)

<sup>9</sup> [Local Government and Housing Committee, 13 March 2024, RoP, paragraph 307](#)

*we've accepted that offer. We weren't given a kind of smorgasbord of what we would like or not in the Bill.”<sup>10</sup>*

**53.** We also questioned the Cabinet Secretary on reported delays to the Bill’s progress and whether the Welsh Government have an alternative plan to legislate for Wales should further delays to the Renters (Reform) Bill result in it not being passed ahead of the next UK General Election. The Cabinet Secretary told us that the Welsh Government has “absolutely no power to make sure that the Bills go through, obviously, in the UK Parliament”. We heard that the Cabinet Secretary believes the Bill is “still progressing”, but she noted her concern at the prospect of the legislation not being passed in time.<sup>11</sup>

### Our view

**54.** We note that the Cabinet Secretary told the LJC Committee that the anti-discrimination provisions of this Bill are “completely in line” with the Welsh Government’s policy objectives.

**55.** We support the policy objectives of the Bill relating to prohibiting discriminatory practices by landlords and agents in relation to occupation contracts against persons who would have children live with or visit them or who are benefits claimants. Preventing people who have children live with or visit them or people who are benefit claimants from applying to rent properties is clear discrimination, and we welcome the commitment to ending such practices. However, we also note the comments made by the National Residential Landlords Association that, where there are multiple prospective tenants applying to rent a property, the landlord will inevitably choose their preferred applicant. We acknowledge that, given the current demand for rental properties, prohibiting these practices may not result in significantly more tenancies being offered to people with children or benefit claimants, however the changes will mean they would be eligible to apply.

**56.** While we welcome the intention of legislating to prevent landlord discrimination against benefit claimants or people with children, it is disappointing that the Welsh Government was not offered the opportunity to request that the provisions preventing discrimination against people with pets also be extended to Wales. Our work on the private rented sector has demonstrated that discrimination by landlords against people with pets is real and needs to be addressed. Amending the Renting Homes (Wales) Act 2016 to

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<sup>10</sup> [Local Government and Housing Committee, 24 April 2024, RoP, paragraph 108](#)

<sup>11</sup> [Local Government and Housing Committee, 24 April 2024, RoP, paragraph 114](#)

enable pets to be a supplementary or fundamental term of occupational contracts would require primary legislation, which the Welsh Government is now unlikely to bring forward ahead of the next Senedd election. We therefore believe that not extending the provisions relating to pets to Wales is a missed opportunity to legislate to end this discrimination.

**57.** We note the rationale set out by the Welsh Government for using a UK Parliament Bill to make these legislative changes to Wales, thereby amending two Senedd Acts. We acknowledge the benefits of being able to make these legislative changes quickly and that the Welsh Government believe the LCM route to be more expedient than bringing forward Senedd legislation. We also note the Cabinet Secretary's comments in relation to the Welsh Government's resources and capacity to bring forward its own Bill.

**58.** However, we are mindful of the delays to the Bill's progression and are concerned that further delays could potentially prevent the legislation from being passed ahead of the next UK General Election. It is clear that the Welsh Government does not have an alternative route for legislating to address landlord discrimination should the Bill fall due to insufficient time. We acknowledge the Cabinet Secretary's concern at the prospect of further delays and note her comments regarding the Welsh Government having no power over the timescale of the Bill's progression. The reliance on the UK Government and Parliament to progress a Bill, rather than being within a timetable set by the Senedd is a disadvantage of the LCM process.

**59.** We are concerned at the time taken by the Welsh Government to lay this LCM. Standing Order 29.2 states that a LCM should normally be laid within 2 weeks of the amendments being laid, however this LCM was laid over 10 weeks after the relevant amendments were laid. We note the Welsh Government's explanation for the delay sets out the need for it to consider a further 172 amendments to decide whether or not a legislative consent motion was requested for those amendments. However, we note that the provisions in the Bill primarily relate to England and the only provisions relating to Wales are those the Welsh Government requested. We are therefore unclear as to why such a lengthy delay was needed. The time afforded to Senedd committees to consider LCMs is generally limited, therefore delays which further limit the amount of scrutiny time available is concerning.

**60.** One of the main concerns we have previously raised relating to the LCM process is the lack of consultation with Welsh stakeholders on legislation being made for Wales. Further, the relevant provisions in this Bill were not included in

any consultation on a UK Government level because they were only inserted into the Bill as amendments at the House of Commons Committee stage at the request of the Welsh Government. We note that, in her evidence to the LJC Committee, the Cabinet Secretary acknowledged that consultation with the housing sector on the provisions was not adequate. We believe that consulting with relevant stakeholders is a crucial element of making effective policy and legislative provisions, we are therefore concerned at the missed opportunity of using the expertise of those in the sector to help shape the legislation.

**61.** We note that enforcement of the provisions in Wales would be through criminal law rather than through civil penalties as in England, and that this is consistent with the enforcement of wider housing legislation in Wales. We believe that enforcing the provisions will be crucial in ensuring that these discriminatory practices are brought to an end, however we acknowledge that local authorities' resources are continually being stretched. This was highlighted to us by the Housing Expert Panel in its response to our consultation on the private rented sector. Given the Panel's view that local authority resources are limited, and enforcement action is resource intensive and time consuming, we are concerned that this may impact the effectiveness of the legislation. Such concerns may have been fed into the process should there have been opportunity for formal stakeholder consultation.

**62.** We note the evidence presented to us by Coastal Housing that the new changes to the legislation may have unintended consequences on certain social landlords such as through the Welsh Housing Partnership. We would have liked to have explored this further should there have been sufficient time.