

# **Banning letting agent fees paid by tenants consultation**

Response by Citizens Advice to DCLG  
consultation

June 2017

# About the Citizens Advice service

The Citizens Advice service provides free, independent, confidential and impartial advice to everyone about their rights and responsibilities. It values diversity, promotes equality and challenges discrimination.

The service aims:

- to provide the advice people need for the problems they face
- to improve the policies and practices that affect people's lives

There are over 300 member local Citizens Advice services in England and Wales giving advice from about 2,500 locations including high street offices, libraries, courts, prisons, GP's surgeries and hospitals. All local Citizens Advice and Citizens Advice are registered charities. Of the over 30,000 people who work for the service, over 23,000 of them are volunteers and nearly 7,000 are paid staff.

Citizens Advice is the membership body for local Citizens Advice services in England and Wales. We provide vital support and training for the local Citizens Advice network, including regular audits to ensure that they provide a high quality advice service to the public.

In 2015/16 the Citizens Advice service helped 2.7 million people with 6.2 million issues:

- Our local Citizens Advice Network helped with 5.7 million issues.
- Our consumer service helped with 0.55 million issues
- Our Witness Service provided information and support to 180,000 witnesses

A further 36 million visits were made to our website, with 55 million page views.

Over the last 12 months, the top 5 issues across our local Citizens Advice network have been:

- Benefits and tax credits 1.9 million issues
- Debt 1.5 million issues
- Consumer 0.6 million issues
- Housing 0.41 million issues
- Employment 0.35 million issues

Over the last 12 months, our online housing advice was accessed 4.7 million times.

We have advised on over 150,000 private rented sector (PRS) issues in the last 12 months. This is more than double the number of issues of any other housing topic.

Within this, we have advised on the following issues relating to letting agent fees and other upfront charges:

- 12,300 issues on tenancy deposit protection
- 6,300 issues on problems with letting agencies
- 3,400 issues on the cost of deposits/rent in advance

## Responses

Citizens Advice welcomes the opportunity to respond to this consultation and provide feedback on the proposals, in particular how they will affect our network and the clients that we assist. We strongly support the decision to ban letting fees to tenants.

There is cross-party consensus for the need for change. The proposal recognises the need for reform in the letting market and, more broadly, to take steps to tackle the unaffordability of the private rented sector. If the ban is enacted fully and without loopholes, it will fix a dysfunctional feature of the rental market and make it easier for renters on lower incomes to access the PRS.

We also welcome the opportunity to explore further possibilities for improving the PRS for renters, such as capping deposits and further regulation of the letting and management agent sector.

**1 Do you think that the transparency measures introduced in the Consumer Rights Act 2015 have helped to drive up standards and improve competition? Please include reasons.**

No. The consultation document correctly recognises that transparency requirements have been insufficient for improving outcomes for renters. While this is partially to do with compliance, more fundamentally the relationship between tenant and letting agent is inherently uncompetitive. Transparency is unable to build in this competitive feature and therefore unable to drive up standards.

**Non-compliance:**

In our research, only a third (34%) of letting agents willingly gave us full written details of their charges when asked.<sup>1</sup> DCLG's own market research confirms the ongoing difficulty tenants face in trying to understand the charges letting agents make. Partly as a result of this, most renters only find out about fees late in the letting process.

**Renters can't shop around:**

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<sup>1</sup> Citizens Advice, [Still Let Down](#), March 2015

Even if all letting agents were fully compliant with transparency measures, this would not deal with the fundamental problem in the market: a lack of competition. Making fees more transparent hasn't worked because renters shop for properties rather than letting agents.

In most consumer markets, shoppers look around for the best deal and can make an informed choice about which supplier to choose, based on key variables like cost, quality of service and trust in a brand. This does not apply to letting fees. Renters rarely go directly to letting agents or their websites. Instead they tend to start with comparison websites like Rightmove and Zoopla, choosing properties not agents. Citizens Advice research found that only a quarter (25%) of renters told us they even considered letting agent fees when shopping for a property.<sup>2</sup>

### **Variation in fees:**

A key indicator that transparency cannot effectively drive up competition is the wide variation in fees. Fees to rent properties have risen far faster than inflation (60% in 5 years<sup>3</sup>), and differ widely between agencies for identical tasks. Our research found renters were charged from £15 to £300 to renew a tenancy and from £6 to £300 to check a reference.<sup>4</sup> These variations bear no clear relationship to the cost of the service provided. And confusingly in some circumstances, both landlords and tenants end up paying for similar services.

This points to a market that is functioning poorly. In a market where tenants have so little consumer power, transparency cannot work sufficiently. Fees should be limited to the part of the market where competitive pressures apply, between agent and landlord.

### **2 Do you agree that the ban on letting fees should also include a ban on letting fees charged to tenants by landlords and third parties? Please include reasons.**

Yes. Fees to tenants are uncompetitive whether they are charged by a letting agent, landlord or third party. The fundamental fact remains that renters do not, and should not be expected to, choose a property based on fees.

If landlords and third parties were excluded from the ban this would cause confusion for tenants. It could also encourage letting agents to charge landlords more, on the expectation that landlords would recover part of this through charges to tenants. This would undermine the legislation, legitimising a market flaw and would not deal with the fundamental lack of competition in the lettings market.

### **3 Do you agree that all letting fees, premiums and charges to tenants that meet the general definition of facilitating the granting, renewal or**

<sup>2</sup> Citizens Advice, [Still Let Down](#), March 2015

<sup>3</sup> EHS. *The median letting agent fee paid in 2014-15 was £200, compared to £125 in 2009-10.*

<sup>4</sup> Citizens Advice, [Still Let Down](#), March 2015

**continuance of a tenancy should be banned with the exception of:**

- **The rent;**
- **A refundable deposit;**
- **A holding deposit to take the property off the market whilst reference checks are undertaken; and**
- **In-tenancy property management service charges that directly relate to an action or service carried out at the request of the tenant or as a result of the tenant's actions?**

**If no, please list any fees, charges or premiums aside from those listed above that you think an agent, landlord or third party should be permitted to charge**

While we agree that the legislation should ban all fees, premiums and charges with the exception of refundable deposits, holding deposits and rent, we do not see the case for other exemptions. Fees associated with ending a tenancy should also be considered under the scope of the ban.

**Exit fees:**

We have advised a number of clients who have been charged unfair fees on leaving a tenancy. Exit fees can create a perverse incentive for short-term lets and these should be included in the scope of the ban, to prevent letting agents simply transferring their fees to the close of the tenancy. We would want to be clear that the definition in legislation would cover fees such as those in this example:



Client A came to Citizens Advice after being charged £765 by her letting agent for using the break clause in her contract. This 'early release fee' — to cover the cost of the landlord finding a new tenant — was on top of an Inventory Checkout fee of £120. No mention was made of an Early Release Fee when she signed the tenancy agreement and the landlord agreed a checkout inventory was unnecessary.

**In-tenancy charges:**

We accept that there are a number of scenarios under which tenants may be liable to cover costs during the course of their tenancy. However, existing implied terms of a tenancy agreement combined with the deposit against damages provides adequate ways of dealing with these scenarios.

The implied terms in a tenancy contract require tenants to act in a 'tenant-like manner' and abide by their repairing obligations. The commonly cited example of replacement keys falls under these repairing obligations in the same way that other minor repairs such as changing a lightbulb or fixing damage caused by the tenant does.

Furthermore, as landlords take a deposit to cover the cost of damage by the tenant, if the tenant breaches the tenancy agreement any costs incurred and not recovered at that point can be retrieved at the close of the tenancy. If a tenant is at fault then the landlord would have redress for breach of tenancy agreement. Such breaches are frequently cited when deciding deposit returns at the end of a tenancy. We are therefore not persuaded that in-tenancy property management service charges should be exempt in the legislation.

Exempting in-tenancy property management service charges in the legislation sends a complex and confusing message to tenants and has the potential to undermine the intention of the legislation. Including them as exemptions also carries the risk that inflated charges would be added to these costs, as can be seen in the following case study.



Client B in Eastern England came to Citizens Advice about her daughter's problems with a privately rented property. The rent is due on the 28th but the landlord agreed that the daughter could pay the rent at the end of the month, when her partner is paid. However, a month into the tenancy, the landlord informed them they would be charged £19 for every day the rent was late. As a result, the couple have paid more than £500 in late fees over the yearlong tenancy.

#### **Exemptions:**

If the legislation does choose to inscribe exemptions into the eventual Act, these should be clearly defined so tenants aren't confused by whether a particular charge is legal or not. If the wording of the legislation is not completely clear, this opens up possible loopholes, potentially allowing tenants to still be charged unfair fees. This would undermine the intention of the legislation.

If exemptions are included it should be reiterated, as is set out in the Consumer Rights Act, that all charges must be proportionate to the service provided.

#### **4 Do you think that refundable deposits, payable at the outset of a tenancy, should be capped? If yes please indicate the level of the cap.**

Yes. Large deposits can be a significant barrier to accessing the private rented sector, or moving within the sector. Almost 11,000 private renters came to Citizens Advice because of issues relating to their deposits in the past year. Capping refundable deposits would help reduce this barrier.



Client C moved into a private rented flat and was asked by the agent to pay 6 months rent up-front, as well as 6 weeks deposit, because she had no previous rental history. The client came to

Citizens Advice for help as this has caused financial difficulty for the client.

Citizens Advice research found that the most common amount to pay for a refundable deposit is a 4 week/1 month deposit (34%). 22% of tenants pay a deposit of 6 weeks or more.

Here is the breakdown of how much tenants pay in deposit. The median amount is £745:



Analysis by the Deposit Protection Scheme has found that just over 50% of renters get their full deposit back and the average amount returned to the tenant is 75% of the original deposit value. Given that in the majority of cases renters get most or all of their deposits back, capping deposits to prevent excessively large upfront costs is a reasonable step.

Given that the most common amount to pay for a deposit is 4 weeks/1 month, but that the average deposit returned is over 75%, we suggest capping deposits at 3 weeks of rent. This would balance a landlord's need for security against possible damage while protecting tenants from unnecessary hardship.

**5 How can Government best support the sector to expand or develop new approaches to minimise the financial burden on a tenant at the outset of a tenancy? For example, enabling tenants to pay their deposit in instalments over the first few months of the tenancy or using a line of credit approach where an agreed deposit amount is blocked on a tenant's credit card.**

We strongly encourage the exploration of options for minimising the upfront cost of renting, as this is a key problem for renters. We outline one proposal below, while acknowledging that other approaches may also prove effective.

In some European countries it is standard practice to pay the deposit in multiple installments over the first few months of a tenancy, with agents and landlords only able to offer alternative arrangements if they benefit the tenant, e.g. offering more installments. For example, in Germany, tenants pay in 3 installments as standard. Tenants can request other arrangements, e.g. paying all in one go, if they prefer. The primary advantage of this would be to minimise the amount of money tenants have to pay prior to having their old deposit returned.

Tenant passporting could be applied in tandem with deposit installments. As the full deposit would not be passported, in case deductions are needed, an installment mechanism could prevent tenants from needing to produce two overlapping deposits. The passported amount would cover the first deposit installment, with tenants able to pay the remainder of the deposit at a later stage, either on receipt of the old deposit or a specific time, e.g. by the end of the third month of the tenancy.



Client D lives with his wife in the South East. They recently ended their tenancy but have not had their £625 deposit returned. The landlord has said that the carpet needs cleaning and there is damage to a wall. Client D has tried to contest these issues but has been unable to contact the landlord. Without the return of the previous deposit he will not be able to afford the deposit on a new rental property.

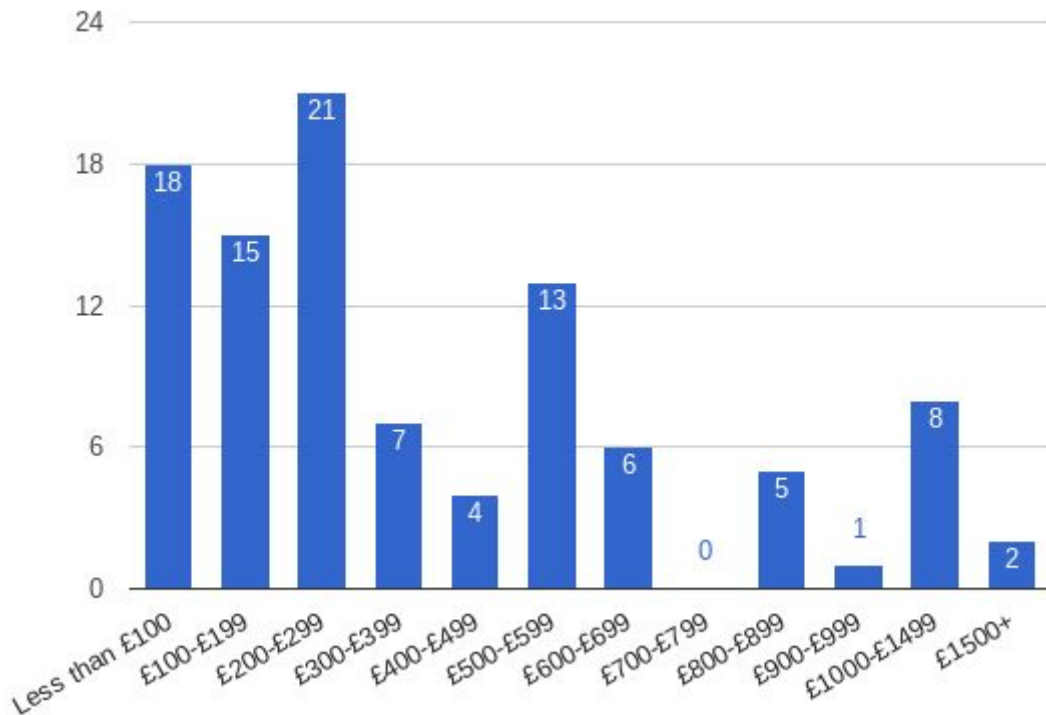
A line of credit approach could present problems for tenants if there are unexpected deductions at the end of a tenancy. Any such system would need to ensure that it does not inadvertently push clients into debt or unaffordable repayments on their credit card once the tenancy has ceased. There would also remain a need for deposit disputes to be independently arbitrated over.

**6 Do you think holding deposits, to ensure that a property is taken off the market, should be capped? If yes please indicate the level of the cap.**

Yes. Returnable holding deposits should be exempt from the legislation, to maintain fair access between tenants to rental properties. 14% of tenants are currently charged a returnable holding deposit, at an average cost of £250. The mean cost is £377. The gap between the median and mean demonstrates that some tenants are being hit by extortionate and disproportionately high costs. A cap would prevent this.



### Returnable holding deposit cost



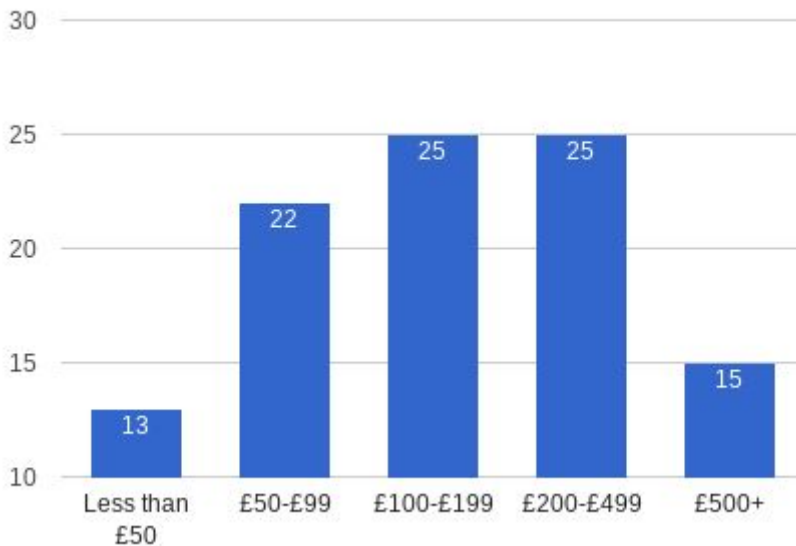
Sometimes a tenant's circumstances or budget will change unexpectedly and they will need to withdraw from renting a property they originally intended to take. This can happen for reasons beyond the tenant's control.

Smaller holding deposits still have the effect of deterring tenants from taking a large number of properties off the market, while avoiding hitting tenants' finances unnecessarily.

#### **Non-refundable holding deposits should be included in the ban:**

A holding deposit should always be refundable if the tenant takes up the accommodation. Our research found that 14% of tenants are charged a non-refundable holding deposit, at a median cost of £100. The mean cost is £231. 15% of tenants paying a non-refundable holding deposit are charged £500 or more.

### Non-returnable holding deposit cost



This is an exploitative fee and the legislation should make it clear that such charges are unlawful.

#### **There are signs that holding deposits are misused:**

We have advised a number of clients who have placed holding deposits on a property, only for the property to be offered to another tenant - a clear violation of the holding deposit's purpose. For example:



Client E, from the South West, was charged a £360 holding deposit to secure a property for rent. Despite paying the fee, he lost the property to someone else. The letting agents are now refusing to provide him with a refund.

The Office of Fair Trading (OFT), now the Competition and Markets Authority (CMA), guidance on unfair terms in tenancy agreements indicates that it may be unfair to refuse to return a deposit on the grounds that a renter's reference is unsatisfactory (paragraph 3.68). Our evidence from local Citizens Advice suggests that some letting agents are directly breaching OFT/CMA Guidance by not returning the holding deposit where references prove unsatisfactory or when a tenant is unable to proceed for other reasons outside the renter's control. It also states that the non-return of a holding deposit may be unfair if the sum involved was 'substantial' and/or the terms precluded refunds under any circumstance (paragraph 3.41-3.43).

This leaves us unconvinced that the system of holding deposits is effectively working in the lettings market. While we recognise there is potential detriment to the market if there were no holding deposits, the current manipulation of holding deposits by a small section of the lettings industry - for profit rather than to manage risk - should be addressed. There should be tight restrictions outlining the circumstances in which a letting agent or landlord can retain a

holding deposit.

Any holding deposit should be capped at an affordable level so that it is manageable for tenants on low incomes and does not result in them struggling to secure a subsequent property. The current median cost of £250 is far above this level and we would want to see a much lower, more affordable cap.

**7 Agents may occasionally provide bespoke, non-standard services to tenants at the top end of the market, for example, when arranging a property for someone currently living aboard who is relocating to the UK. Do you think there are premium parts of the market where a different approach to handling letting fees may be warranted?**

No. In order for the ban to be effective, the wording of the legislation must be crystal clear, without unnecessary loopholes. Exemptions of this sort have not been included within the Scottish legislation and we have seen no evidence that this has caused problems for the market. Therefore we would strongly discourage the inclusion of exemptions of this sort in the scope of the ban.

**8 What do you think will be the main impacts of the ban on letting fees paid by tenants? Please include any unintended consequences that you believe may arise.**

As is acknowledged in the consultation document, letting fees are uncompetitive and exploitative. We think there will be 2 main impacts as a result of the ban on letting fees:

**1) It will fix a dysfunctional feature of the rental market**

A complete ban on any fees to tenants will ensure the lettings market works more fairly for renters. It will prevent more than 11 million people from being subject to uncompetitive charges. Letting agents provide a service to landlords, not tenants - if the service provided to landlords is poor or overpriced, landlords can switch to another letting agent. By banning fees on the tenant side, it limits competition to the functioning side of the market, namely the landlord's side.

Currently, tenants must deal with the letting agent chosen by their landlord and incur whatever costs that entails. Homes are in short supply, putting pressure on renters to agree to fees even if they are disproportionate. Tenants have very little control over the charges they pay and minimal consumer power to contest illegitimate fees:



Client F, from the North East, is being charged £600 by her letting agent to leave her private renting contract to move into a housing association property. She was originally led to believe this was to cover the rent while a new tenant was being found. However, since then she has discovered that a tenant had been located while she

was still living in the property. She was then informed that the charge was due to rent arrears, however, she has paid rent in advance every month, including an extra month when she believed the property was empty but a new tenant had, in fact, moved in.

Letting fees are an example of a market feature that exploits consumer behaviour in an overheated market. Consumer issues are core to maintaining and improving living standards: paying £400 in fees - the average fee paid by tenants according to our data - potentially multiple times a year, will have a major impact on most tenants' finances.

We expect that letting agents will largely absorb the cost of this policy. 40% of all private tenants were charged a fee in the last year according to the English Housing Survey, and 71% of private tenants rent via a letting agency ([Homelet](#)). We can deduce from this that there are a number of letting agents operating successfully in the market at the moment who do not charge tenants any fees. We spoke to one such letting agent, Tall Building, that doesn't charge tenants fees as they consider them to be unfair. They also cited a number of benefits that arise from not charging fees, including simpler payment structures. This shows that good practice already exists in the lettings market and the ban will serve to normalise good practice.

The publicity surrounding the ban should encourage landlords to pay attention to both the fees they pay and the service they receive. Landlords occupy a powerful position, with the ability to change agent or negotiate a better deal if their fees increase following the ban.

## **2) It will make the PRS more affordable**

Our research found that the average amount paid by tenants that are charged fees is £400. Using the English Housing Survey figures, we have calculated that every month renters pay in excess of £13 million in letting agent fees.<sup>5</sup>

Fees are not a one-off cost. Tenancies typically only last 6 months or a year, and even staying in the same property can incur repeat fees: at least a fifth of renters (21%) expect to have to pay to renew their tenancy at a median cost of £80.

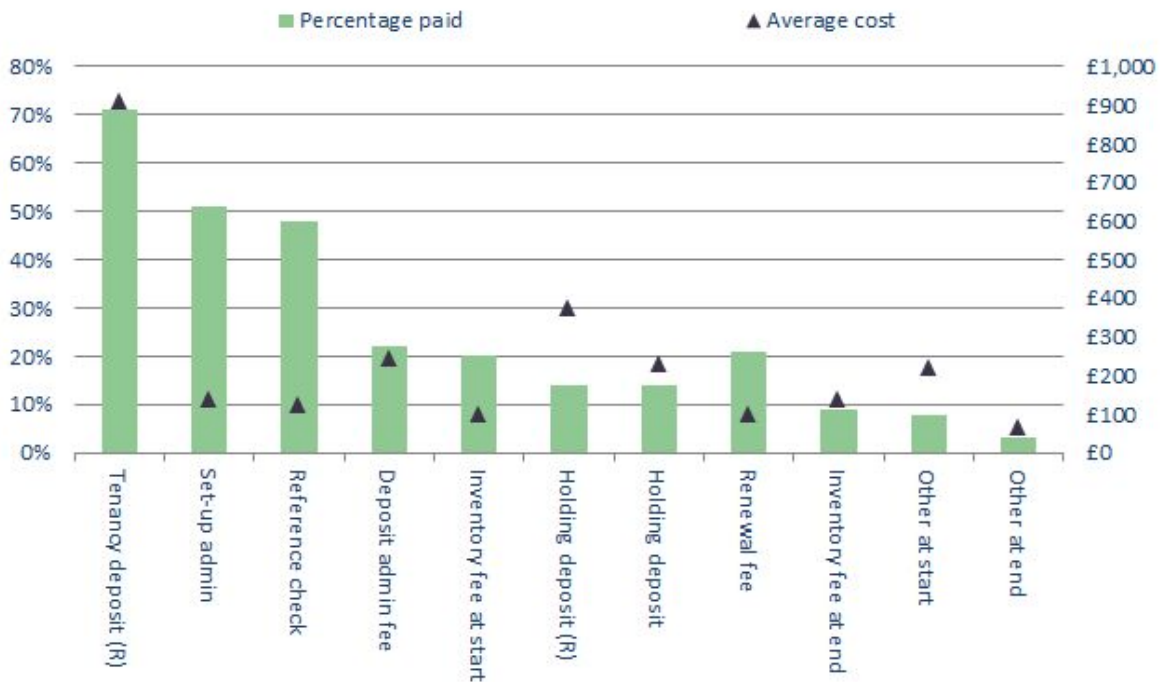


Client G, who lives in the South East, has been informed that her letting agent wants to charge her £300 to change the lease because one of her housemates has moved out. They also want another £75 to check her references again.

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<sup>5</sup> Calculated using data from the [English Housing Survey](#) 2014/15: there were 4.3 million private renting households. 30% have lived at their current accommodation less than a year, and 52% of this group paid a fee during their tenancy, at an average amount of £241.

Fees can come in a wide range of forms. The chart below shows the average amount paid for various fees, as well as the percentage of tenants paying that fee.



**YouGov survey for Citizens Advice, November 2016. Base: 2,001. 'R' indicates refundable fees**

The lack of regulation of fees means we have seen tenants reporting being charged a wide range of obscure fees:



Client H lives in the South East and was charged £504 in administrative fees by his letting agent. This included a £60 fee for going to the letting agent's office to pick up the keys.

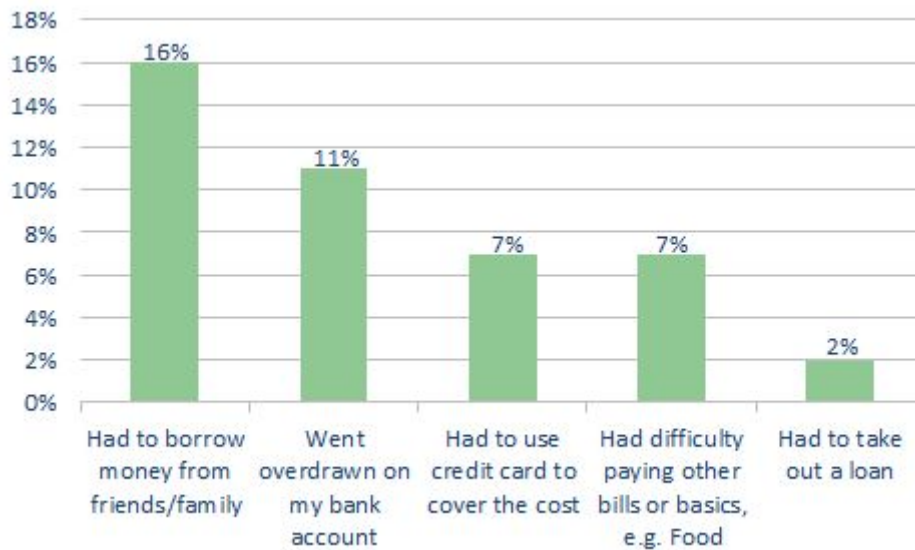
1 in 3 renters (34%) who are charged fees has financial problems as a result. Certain groups are even more likely to face problems: 2 in 5 families raising children (39%) face financial problems, as do 45% of tenants with a long term health problem or disability.



Client I lives in the South West with her two dependent children and receives £580 per month for housing benefit. The client is working part time but struggles to pay the current rent of £725. She has been told the rent is to increase to £760. The client could not afford the letting agent's fees associated with moving to a new property, neither can she afford the rental increase. If she stays in the property without agreeing to the rental increase, she risks eviction. She is worried about the disruption to her children's schooling and

home life, and she faces increased stress due to the instability of her housing.

The graph below sets out the percentage of renters who had financial problems as a result of paying fees.



**YouGov survey for Citizens Advice, November 2016. Base: Tenants who had paid fees (1,962)**

Particularly for those on lower incomes, fees can be a barrier to a tenancy that would otherwise be affordable.

Letting agent fees have been banned in Scotland since 2012, and the evidence of the impact that this has had on rents is at best unclear. While ONS figures show that rents may have gone up in Scotland faster than they have elsewhere in the UK, other rent figures — such as those published monthly by Homelets — suggest that increases in Scotland have been no faster than anywhere else. Across the board, there is not sufficient evidence to claim that any potential increases have been caused by the fee ban. This is supported by the Communities and Local Government Select Committee which **reported** that the evidence is inconclusive.

If there were a small increase in rents, our research finds that this would still be preferred to the current model. Of those expressing a preference, 62% of tenants would rather pay an amount evenly spread over the course of the contract than an initial lump sum. This increases to 78% of those on the lowest incomes (earning less than £10,000 per annum).

**9 Do you agree that the ban on letting fees should be enforced by Trading Standards? If not, how do you believe the ban should be enforced?**

We recognise that Trading Standards plays a key role in enforcement of the lettings market. However, the lack of capacity in many local Trading Standards

means that other options should be considered to support their work. If the enforcement of the ban is solely reliant on Trading Standards, we are concerned that it will be insufficient and rogue agents will continue to charge fees.

Tenants are likely to play a central part in enforcement through reporting breaches of the ban. This is particularly the case given the limited capacity of Trading Standards, which is unlikely to be able to proactively seek out unlawful agents. Clear wording of the legislation which avoids confusing exemptions is essential to enabling tenants to report breaches effectively. There also needs to be a simple way for tenants to report breaches as well as adequate incentives for tenants to do so.

In order to encourage tenants to come forward, a fining system should be considered, similar to the tenancy deposit protection schemes. In these schemes, tenants can be refunded up to three times the original deposit. A similar approach would encourage tenants to report agents and would act as a significant deterrent to letting agents.

Another essential element in order to encourage tenants to report breaches, is to ensure tenants are not put at risk of eviction when reporting a breach. For instance, it should be considered whether a letting fee should prevent a landlord from serving a section 21 unless it is refunded. This would also incentivise landlords to check they are using a reputable agent.

The consultation document suggests that tenants could apply to the local county court if they are charged fees. Our research across consumer markets has found that, if legal action is required, consumers often do not seek redress, even when they have a clear right to. This is largely due to the perceived complexity of the process, the time involved and the potential costs.

By expanding the scope of the letting agent redress schemes, so that tenants could be awarded compensation via this route, we believe more tenants would be likely to report breaches and receive the redress they are due. There should also be a specific duty on redress schemes to act to exclude non-compliant agents.

### **10 Would you support greater data sharing on rogue agents and landlords across organisations in the letting sector?**

Yes. We welcome the plans to introduce a rogue landlord and letting agent database. However, current plans to restrict access to local authorities will severely hinder the effectiveness of the database. Opening up the database to relevant organisations in the letting sector would be a significant step forward. Notably, we think this should include letting agent associations, letting agent redress schemes, landlord associations, tenant advice agencies and agencies that support disadvantaged and vulnerable people into housing. This would help protect tenants and landlords from rogue traders.

In order to make the database truly effective, prospective tenants should be able to independently check whether a landlord or letting agent is included on the database.

**11 Would you support the introduction of a lead enforcement authority for letting agents to develop advice, standards and guidance and to share information? Please include reasons.**

Yes. Without adequate enforcement, changes such as the letting fee ban are unlikely to fully succeed. Experience in other markets shows that reliance on members of the public to enforce changes of this sort are generally ineffective. Furthermore, over-reliance on Trading Standards does not appear to be a sustainable model going forward, unless large-scale changes to address their limited capacity are implemented.

A lead enforcement authority, in conjunction with an expansion of the powers of the letting agent redress schemes, would likely improve practice across the industry. One major advantage of a lead enforcement authority would be the chance to develop closer partnership-working between key sector organisations. Building a tripartite relationship between the enforcement authority, redress schemes and consumer advocates - in a similar model to regulated sectors - is a proven way to enforce legislation and best practice more effectively. Regulated sectors use partnerships of this sort to share information and data on complaints, identify sector-wide issues and quickly respond to detriment.

**12 Do you think that the penalty for non-compliance with the ban on letting fees for tenants should be (please tick all that apply):**  
**a) a civil penalty of up to £5,000 in line with the penalty for non-compliance with the requirement to belong to a Government-approved redress scheme or noncompliance with the transparency requirements of the Consumer Rights Act 2015;**  
**b) a civil penalty of up to £30,000 in line with the civil penalty for committing a banning order offence;**  
**c) a banning order offence under the Housing and Planning Act; or**  
**d) Other (please list)?**

Options b) and c). It is right to highlight the importance of enforcement of the ban. We recommend that for simplicity and clarity, breaches of the new fee ban should be included in the provisions of the Housing & Planning Act, as an offence that can result in a maximum £30,000 civil penalty and is a banning order offence, where multiple breaches occur. The civil penalty of £5,000 under the transparency requirements of the Consumer Rights Act 2015 has been an insufficient deterrent. Therefore we think the maximum penalty that can be awarded should be increased.

**13 Do you think further action is needed to regulate the letting and management agent sector in addition to the ban on letting fees paid by**



**tenants? What additional action do you think should be taken to regulate the sector?**

Yes. We support further action to professionalise and regulate the letting and management agent sector. Renting a home is a large expense and poor quality properties have major implications for tenants' health and well being.

As well as taking action to remove agents from the market who act unlawfully, agents entering the lettings and management market should be required to reach a minimum acceptable standard. Good quality agents are an asset to the PRS. Basic training, a fit and proper person test and meeting minimum standards such as a code of practice, would raise standards across the sector.

Further regulation of the sector will enable the letting fee ban to be a full success. It will also help tackle other ongoing problems with the sector, such as compliance with tenancy deposit protection and client money protection.

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