

Questions asked at the Q&A Webinar with Tessa Shepperson on 25 June 2019.

Question 1: Steve:

I've got some questions about GDPR. I found your David Smith video recording (on the website) really helpful but still found myself quite unsure regarding the specific GDPR responsibilities of landlords who use letting agents.

Some context; I am a landlord with one large HMO. I use a letting agent to manage it. I hold no tenant data except the AST but the agent obviously holds lots of data.

1. Who is responsible for the data that the agents hold e.g. if there is a data breach? Could I be responsible even though I have never seen or stored the data? Other than the AST.

2. Do I as a landlord have to provide a data fair processing notice my tenants? Or, if the letting agents do this, is that adequate?

3. Do I have to register with ICO if I only hold the AST and no other data?

4. Does GDPR stop them passing data about my tenants to me? e.g. email address, guarantors. They claim that this is true but I know David Smith refuted this in the video. To put this another way, if they don't (or won't) pass any data to me does that mean I'm absolved of my responsibilities as a data controller?

I realise there are a few questions here but the situation does not seem at all clear to me where a landlord is not holding much / any tenant data directly.

Question 2: John:

If doing the annual gas check in the house and on route to the boiler at the rear of the property one observes some breakages should these be flagged with the tenant there and then or photographed and followed up at a later date. Being in the house to do a gas check & boiler maintenance picking up on other "stuff" might be seen as snooping / outside the scope of entry etc.

Question 3: Julie

Is it possible for historical prescribed information leaflets and t's and C's of the various deposit schemes to be made available under a section on the LL site. It would be useful when checking to see if a landlord has provided the tenant with the correct version leaflet which are quite difficult to find on line. If you already provide please direct me to where I can find these on the website

Question 4: Julie Herbert

The How to Rent Guide says landlords cannot use the sec 21 (no fault) eviction procedure unless an up to date version of this guide has been provided to the tenant. However the sec 21 6a notice says Landlords are not required to supply a further copy of the public each time a different version is published during the tenancy.

This is a little confusing is it that provided the most recent version guide was given to the tenant when they moved in that no further guide is to be issued prior to serving sec 21 notice? Or does the latest version have to be given to the tenant prior to serving a section 21 notice.

Question 5: Steve

I have a Large Student HMO. Each bedroom has a lock on the door. I was recently informed that this causes problems in relation to the joint and several tenancy agreements. In other words if all the bedrooms have individual locks then the joint and several agreements is a 'sham' and that in fact the tenancy will be treated as an individual tenancy for each room.

This would obviously cause potential problems. Any views on this?

Question 6: Chhaya

We cannot sign the agreement until the tenant has paid the rent so how does the holding deposit work?

Because once the agreement has been signed and if the tenant has not paid the rent – then we are in problems