

# Landlord and Tenant Law: Changes and Impacts of the Proposed Renters' Rights Bill – Part 2

# [Nick Coffer]

Hello and welcome to this episode of TW Law Talk from Taylor Walton Solicitors. I'm Nick Coffer and today we're looking again at this much talked about Renters' Rights Bill. What does it mean for landlords and tenants and how will it potentially change the landscape of the residential letting sector?

We've split this subject into two parts. In part one, which hopefully you've listened to by now, if you haven't, go and check it out, we went into the bill in detail. That's of course, as it stands today on the 12th of November, it could still change.

That episode took in the key changes around abolition of Section 21, abolition of fixed terms and the changes for the grounds for possession, which it turned out were quite complicated. In this episode, we'll look at the range of other measures coming in, including criminal charges, sounds ominous, landlord database, rent increases and housing standards. Joining me today again is James Carpenter, partner at Taylor Walton and head of commercial litigation.

James, hello.

# [James Carpenter]

Hello Nick.

## [Nick Coffer]

And we're delighted again to welcome two barristers from 42BR, both of whom have got huge experience and expertise in this field at Iris Ferber KC and Michael Grant. Hello to both of you.

You blew my mind a little bit in the first episode, but that is okay because the level of detail involved in this is significant. And that's exactly why this podcast is here.

It's to bring information, to advise in a general sense and perhaps somehow find some reassurance. But what is clear is that for landlords and tenants alike, there's an awful lot to take in. Let's crack on with this second part here.

We ended the first episode talking about the new grounds for repossession. I'm interested to know what the worst case scenarios could be for landlords and agents. James, I know that you deal with a lot of local estate agents in St Albans and Harpenden and Luton and you're going to be representing them in this exact kind of case and landlords as well.

How bad could it get?

# [Iris Ferber]

I think it's safe to say there is a forest of criminal offences created by this bill.

And we're going to step back a bit and just focus on some of the trees in the forest rather than trying to give you the whole forest, because that is impossible. There are literally dozens of new offences. So, let's focus on the ones that are really going to give you nightmares so that you can actualise those nightmares through this podcast.

#### [Nick Coffer]

Thank you, Iris.

## [Michael Grant]

Yeah, well, I'm sorry to come in right at the beginning with the potential criminal offences, but it's something that's important for landlords to bear in mind.

# [Nick Coffer]

And this is now serious hat on. We may make light of it, but these are new elements coming in that landlords have to know about.

## [James Carpenter]

And it's not just landlords, Nick, it's also agents.

# [Michael Grant]

Exactly. So it has wide ranging implications for a number of people involved in these sort of things. The bill introduces a new Section 16 into the Housing Act.

The offences that people need to bear in mind are those that are included within 16 E to L, I believe. The one that seems to stand out for me is 16 J.

And I think it's important to go through that.

## [Nick Coffer]

Is this one with the new offence, the new criminal offence?

#### [Michael Grant]

Well, I think they're all new criminal offences.

But this one in particular-

## [Iris Ferber]

Frighteningly so.

## [Michael Grant]

This one seems to stand out. So let me read this out.

A relevant person is guilty of an offence if in relation to an assured tenancy a) the person relies on a Ground in schedule 2 knowing that the landlord would not be able to obtain an order for possession on that ground or being reckless as to whether the landlord would be able to do so. And b) the tenant surrenders the tenancy within the period of four months, beginning with the date the ground was relied on without an order for possession of the dwelling house being made.

There's a lot to unpack here.

Let me go through it. The first thing that stands out, the person relies on a ground. What does that mean, you might be asking, Iris...

# [Iris Ferber]

I might well ask that. So I'm going to put a notice in relying on Ground 1. Am I committing a criminal offence?

#### [Michael Grant]

Well, interestingly, the definition is given under Section 16 M. So it's clause 17 of the bill. 16 M is going to be included in the new Housing Act.

Relying on grounds of possession means as follows. If you rely on grounds of possession, it means either serving a Section 8 notice within which a ground for possession is relied upon, which I think intuitively one might pick up on, or b) in the event notice has not been served, filing a claim form or particulars which seeks to recover possession on that ground. So I think it's envisaging a situation whereby notice hasn't been served, but you're issuing possession and relying on a ground.

So going back to 16 J, which talks about the offence, the person relies on a ground. So, relying on a notice or claim form, knowing that the landlord would not be able to obtain an order for possession on that ground. I don't know what that actually means.

## [Nick Coffer]

And can I just say as the lay person in the room, I don't find that very reassuring.

#### [Michael Grant]

No. Well, so knowing that the landlord would not be able to obtain an order of possession. Now I know from personal experience, and I believe my colleague Iris does as well, we advise landlords currently to use a number of grounds to rely upon to try and seek possession.

I think what this is getting at is, if one of those grounds might not be as certain as other ones.

## [Iris Ferber]

Or even sort of a bit of a packing the list, just in case kind of a ground.

#### [Michael Grant]

Well, that's right and which we currently advise.

## [Iris Ferber]

We do, we say, you know, well, you know, if you've got the possibility of relying on grounds A, B, C and D, just put them all in. What's the downside? Well, now there is a big downside.

#### [Michael Grant]

You're giving rise to the first part of this potential offence. Or the alternative being reckless as to whether the landlord would be able to do so. Now, Iris and I were talking about this before the podcast.

What were your thoughts about recklessness?

#### [Iris Ferber]

I find it much easier to think about these things using real facts. So I'm thinking Ground 1, and we talked about Ground 1 in the last podcast.

## [Nick Coffer]

Still slightly traumatised by Ground 1.

## [Iris Ferber]

Still feeling slightly traumatised by Ground 1. Is the landlord intending or requiring the property to go and live in for themselves? Now, it also, Michael told us, now includes, it didn't before, but now includes the landlord requiring the property for a son or daughter, say, to go and live in.

Now, what if I decide that I need this property for my son to go and live in? But I don't ask him. I'm just assuming that my son wants to live there because he's currently at university.

He's leaving university. Surely, he'll want my lovely flat in Walthamstow because, you know, naturally, that's what he's going to want. And what if I put my notice of possession in having not checked that with him?

I've now potentially committed a criminal offence because I've been reckless because I haven't checked.

#### [Michael Grant]

Well, not quite. That's the first part of this offence.

This is where the grey area comes in. I was of the same view initially when I first read this.

But it looks like, because it's been written in the conjunctive, it says the person relies on a ground knowing that you would not be able to obtain an order or being reckless and the tenant surrenders the tenancy within the period of four months, beginning with the date the ground was relied on.

# [Iris Ferber]

So there has to be a consequence, in other words, to my improper reliance on that ground. Yes, it's in two parts. But how do I know up front whether my landlord, my tenant, sorry, is going to leave as a result of my notice?

# [Michael Grant]

And I think that's some of the concerns that have reached the committee stage. I'll go into these points a bit later on, but currently it raises another question. What does it mean the tenant surrenders the tenancy?

A surrender, to all property lawyers or those who have dealt with this, know that a surrender is a bilateral act. You can't just say the tenant hands the keys back and there's been a surrender. If the landlord decides not to accept those keys, there's no surrender.

Then that's where the landlord relies on a fixed term currently because they can hold the tenant through that period because they have a value in that tenancy.

If the tenant decides to surrender, whatever that actually means to property lawyers, that means a bilateral act. Now, interestingly, a tenant can serve a notice to quit.

#### [Iris Ferber]

And that's in a separate bit of the bill, isn't it? That there's a relaxation of the terms on which tenants are now going to be able to serve notices to quit.

#### [Michael Grant]

Exactly. So that currently the tenant has the ability to end their tenancy. Does that mean the tenant surrenders? If the tenant, for instance, is served hypothetically with a notice relying on Ground 1, that's four months.

If the tenant actually wants to leave the property during the currency of that notice, they can simply serve a notice to quit. Now they can either serve a notice with the agreement of the landlord for less than two months, or if the landlord doesn't agree, which I think the landlord in this situation probably wouldn't want to agree for fear that there might be a surrender, then they'd have to serve a two month notice to quit. That's still prior to four months.

Is that what the bill is referring to by the tenant surrendering? It's very difficult to know at the moment.

## [Iris Ferber]

And I think you might be forgiven, Nick, for saying, I mean, come on, you know, aren't you just sort of obsessing about the detail?

## [Nick Coffer]

Come on Iris, aren't you just obsessing about the detail?

#### [Iris Ferber]

You know, what does it matter if it's called a surrender or a notice to quit? Well, for a property lawyer, a notice to quit and a surrender are two completely different things. So for Parliament to have used the word surrender, we would think as property lawyers, well, they must have meant surrender and they can't have meant notice to quit.

But is a court looking at this on a wet Wednesday afternoon in Walthamstow going to say, well, it's called the Tenants' Rights Act. So, I'm going to interpret this word that property lawyers might think of in a particular way in favour of a tenant. And then I've committed a criminal offence.

And then I, as the landlord, have potentially committed a criminal offence or even, as James said earlier, an agent on instruction from a landlord serving a notice based on various grounds, just in case one of those grounds turns out to be the right ground.

## [Nick Coffer]

Making note to myself, do not let out my house. Genuinely, hearing this, it really reinforces the complexity.

Michael, one other key point here isn't there?

# [Michael Grant]

Yeah, it mentions that the surrender must not take place within four months. So, the actual wording states, the tenant surrenders the tenancy within the period of four months. What about one day after?

So if everything has happened in those two stipulations, the person relies on a Ground in schedule 2, knowing that the landlord would not be able to obtain possession or was reckless in relying on it, and the tenant actually surrenders, whatever that actually means, one day after the four-month period, it seems that there's no criminal offence. Now, at the moment, I don't know how in practical terms all of this is going to work out, but it seems to be as stringent as it's saying. So, we'll have to see.

# [Nick Coffer]

And that's the key line, isn't it? You're saying it seems to be following through in what it's suggesting. Iris, are there other offences here we need to be worried about?

# [Iris Ferber]

Yes, loads. And let's just touch on some of the others. We've covered 16J in some detail because we think that's one that landlords are really seriously at risk in relation to.

But there are lots of others to choose from that might equally be very difficult.

# [Nick Coffer]

Potpourri bag where you could have picked out three.

#### [Iris Ferber]

Yeah, it's a bit like that, isn't it? So for example, there is going to be apparently a landlord redress scheme. We don't know what that means yet.

It's going to be set out in regulations, which is Parliament speak for we haven't worked out what to do with this yet. But sometime in future, somebody will work it out. And there are going to be a whole load of criminal offences that relate to landlords not complying with a landlord redress scheme.

So that's some kind of out of court process for resolving disputes between landlords and tenants. There's going to be James's favourite, a landlord database.

# [James Carpenter]

I can't wait for that.

## [Iris Ferber]

Yeah.

# [Nick Coffer]

And I just do a little, a little spoiler alert to use your phrase James for our listeners there. James was definitely not being serious there. Why are you worried about it, James?

## [James Carpenter]

Well, at the moment, the regulation, well, the bill specifies that a database will be created. There's actually no detail as yet in terms of what information is going to be on the database. But we can imagine that this will include details and information which relate to potentially complaints, potentially outcomes in relation to complaints made through ombudsman service, sanctions imposed on landlords, and the like.

As well as more basic information relating to the landlord and the property. And it will be a register which will be open to people to inspect.

## [Iris Ferber]

Iris, what's next? So, these are huge changes. And they're changes coupled with criminal offences imposed on landlords, which is why it is such a striking change.

So, there are a whole range of criminal offences relating to these new regulatory regimes, relating to what Michael was talking about in respect of serving notices recklessly, or knowingly. What does that mean? When we talk about criminal offences, what does the landlord act, what happens to a landlord?

# [Nick Coffer]

How bad can it get?

#### [Iris Ferber]

How bad can it get? What happens to a landlord who's committed one of these offences?

Well, firstly, perhaps rather frighteningly, if the landlord is a company, and I'm going to guess that James, a lot of your clients operate properties through limited companies. And one of the reasons for doing that is that personal liability is that way avoided. One step removed.

In relation to many, not all, again, to make it more complex and more difficult to comply with, but for many of these offences, directors, the bill stipulates that directors of the company who either consent to the action or are involved in the action, which amounts to an offence, they're going to be personally liable for that offence too. Not just the company, the individual director.

## [Nick Coffer]

Now, I'm not a lawyer. I may have mentioned this a few times in this series. However, I do understand company law a little bit for having had limited companies myself.

That's quite a big jump, isn't it?

[Iris Ferber]

It's a big jump. And hold your breath. What if you are... I don't know if you, Nick, have ever lived in a block of flats where there's a management company where all the tenants are members of the company.

In other words, shareholders, each one holding one share in the company, and they all manage the property together. Well, in that kind of company, in other words, in a company where the members, the shareholders manage the building, the shareholders are going to be criminally liable for this sort of offence under this bill.

## [Nick Coffer]

Is that not a bit, I'm going to choose my words very carefully, bonkers?

# [Iris Ferber]

I couldn't possibly comment on that, Nick, but it is unusual.

## [Nick Coffer]

Yes.

## [Michael Grant]

There's something, I think, a groundbreaking shift here, because currently, when you have a limited company, it's limited for the purpose that the directors of the company are not personally liable for any, exactly. This is imposing personal liability on members or directors of a company.

# [Nick Coffer]

Which is why I allowed myself to use the word bonkers, because I know that we take out limited companies for that exact reason of protecting ourselves.

#### [Iris Ferber]

And it's not just being actively involved in the behaviour that turns out to amount to a criminal offence. It's just even just consenting to it, which you can imagine, if it's happening in a company, the likelihood is that in one way or another, the director has consented to that.

#### [Nick Coffer]

How large can the penalties be?

## [Iris Ferber]

Okay. So there's a second question as well as that. There's how large and who imposes the penalty, right?

Because we're talking about a massive architecture of enforcement. Who's going to do it? Well, the answer is, according to the Renter's Rights Bill, local authorities. James? [James Carpenter]

I can imagine that they are scratching their heads and trying to work out...

# [Nick Coffer]

They must be thrilled.

#### [James Carpenter]

Exactly. You know, where are they going to acquire the resources for this?

## [Nick Coffer]

They don't currently have the resources to do what they need to do already.

# [James Carpenter]

I don't know about you, but my local authority is currently on the brink of insolvency.

#### [Iris Ferber]

So Local Authorities are supposed to put in place a whole range of enforcement architecture in relation to all of these new offences. And in answer to your question, Nick, the maximum fine is for most of these offences, £7,000. In some places it's even more, but the minimum and the majority of the offences have a maximum £7,000.

You're going to ask me next, aren't you? Well, how did the local authority decide what actual amount to impose? Will you be surprised to hear that it doesn't really say?

## [Nick Coffer]

Yeah, it's not clear.

## [Iris Ferber]

It says, to be determined, this is in a few different places in the act under various offences, same wording, to be determined by the local authority imposing the fine, but must not be more than £7,000.

## [Nick Coffer]

Can these fines rack up very quickly across a number of properties, across an estate or for an agent?

#### [Iris Ferber]

Not only can they do that, but if you don't pay the fine within a certain amount of time, you get an extra fine for not paying the fine.

## [Nick Coffer]

So there's an offence of not paying the fine. If you've got a portfolio, you could find yourself with £30,000, £40,000, £50,000, £60,000 worth of fines being imposed in one hit.

# [Iris Ferber]

With a caveat that the local authority has to actually have the resources to have even looked at it to impose those fines. And you might also ask, Nick, how long before...

#### [Nick Coffer]

I'm learning that when you say that, what you're actually saying is, allow me to ask-

## [Iris Ferber]

Allow me to ask and then answer the question! Allow me to ask and then answer the question, what's the time limit here? At what point does the local authority say, oh, we've discovered that you did this 10 years ago and we're now going to impose a fine on you?

So it's... well, unfortunately, I'd like to be able to give you an actual answer to that, but it's just not clear. There is a how long is a piece of string definition in paragraph two of schedule five to this bill, my go-to schedule for nightmares on behalf of my landlord clients, which is this.

The notice of intent to issue a financial penalty has to be given by the local authority before the end of six months. That sounds like six months, doesn't it? But it's more complicated.

There's the geeky bit, which is important. It's the end of the period of six months, beginning with the first day on which that local council has, are you ready, sufficient evidence of the conduct to which the financial penalty relates.

So that piece of string, how long is it exactly? Well, it just depends, doesn't it? On when the council can be, pardon me saying so, but bothered to go and get the evidence or have the resources to do it.

Or somebody happens to tell them about it five years down the line.

## [Nick Coffer]

So there could be malicious reporting as well.

## [Iris Ferber]

In principle, if you report very, very late to the local authority, and previously they had no idea about the potential criminal offence, they've then got six months from first discovering about it.

#### [Michael Grant]

So it could be what, 10 years down the line and suddenly someone reports and it's six months starts.

## [Nick Coffer]

But can we go back in time or is it only from the point at which the offence takes place and it has to be after this bill?

#### [James Carpenter]

Nick, I can answer that. The bill will come into effect once Parliament decides that it is happy with it. And it'll be from that point in time that these offences are created and will take effect.

#### [Iris Ferber]

A principle of criminal law is that you can't commit an act, which is a criminal act, if you don't know that that's a crime. And therefore, if something happens today that is not currently a crime, then a future act can't make it into a crime.

# [Nick Coffer]

However, if you're listening to this podcast, you now know, you have no excuse.

There's two things I really want to touch on before we end today. One, which, look, it's going to be very much, it's been very much in the press recently talking about inheritance tax and all sorts of elements.

And the fact that we are a generation that is likely to inherit and inherit property. So, I really want to look at the question of what happens to those who inherit properties, but will they also be subject to these fines? And before you go, I just want to ask you about rent increases, which are a big topic in the media.

And we're seeing stories of, you know, rent increases being two, threefold. So just touch on the inherited properties aspect first.

## [Iris Ferber]

Well, I mean, the difficulty about answering that question, Nick, is that you have to go through pretty much each Section of the Act and work out whether somebody who takes on a property through inheritance is going to be affected. So I'll give you an example, a concrete example. Do you remember we were looking at Ground 1 and Ground 6, our favourite grounds, which were about selling or redeveloping property?

Well, there was a condition, do you remember, about receiving the property for money or money's worth? So buying the property. Well, if you're inheriting, then you are not receiving a property for money.

#### [Nick Coffer]

So simple, it's gone, you're not part of it.

## [Iris Ferber]

So then you don't have that problem of being somebody who's taken on a property without having paid for it. But other conditions don't have that, other grounds, sorry, don't have that condition to them. I know, James, you're particularly concerned about your clients who have taken on property sort of accidentally by inheriting it.

## [James Carpenter]

It's not just about whether or not you inherit the property. Dealing with the matter of estate, pointed as an executor, you are becoming a relevant person. You're becoming a landlord. Do you need to register with the database?

#### [Nick Coffer]

And I guess that this is why this is relevant not only to people with large portfolios or professional renters, but many of us can become almost accidental landlords and the legislation is equally important for those people.

## [Michael Grant]

It is. One thing I will say, though, is if when someone is inheriting a property or, for instance, an executor is dealing with the administration of an estate, they're often looking at selling the property to realise the assets. Now, in this instance, they could most likely rely on Ground 1A.

That would come to their rescue, I would imagine. But all of the other criminal implications may still stand.

# [James Carpenter]

Well, exactly. I mean, the Act appears to open up for accidental landlords, whether they are executors, whether they're inheriting property, whether they're appointed as trustee in bankruptcy, liquidators and the like, whether they are going to be exposed to and potentially liable for civil fines, civil penalties, criminal offences.

#### [Nick Coffer]

And I suspect this term, accidental landlords, might come more and more into our vocabulary when we talk about this going forward. Can we just look at this question of rent increases and these rental bidding wars that we hear about and we indeed see about, whether it's just anecdotally on social media or in the press? What is going to happen next?

# [James Carpenter]

Well, in short, rental bidding wars are going. The government doesn't like them.

No more gazumping. I mean, in fairness to landlords, rental bidding wars are generally initiated by tenants. We're told that there are approximately 21 tenants applying for each and every property.

One way to differentiate yourself from another person applying for that property is to offer the landlord more money. Well, the landlord's not going to be able to accept.

# [Nick Coffer]

It's interesting. Hard to prove though, isn't it?

# [James Carpenter]

Well no, because the landlord and the landlord's agent, if the landlord is doing it through an agent, is going to be required to specify and give notice in relation to the asking rent.

#### [Nick Coffer]

So that's it. That's for properties where new tenants are looking to move into a new property. Where you've got a landlord dramatically increasing their rent, what are the options for the tenants if they dispute that new rent?

#### [James Carpenter]

Again, Nick, I mean, we talked about, I think in the first episode, about abuses. And this is a measure that's been brought in really to address the perception that landlords are abusing their position and seeking higher rents and effectively removing tenants through the back door. So now a landlord is going to be restricted to one increase in rent each year.

Now the landlord is going to be required to give two months' notice.

# [Iris Ferber]

Currently it's a month. So that's a doubling of the amount of notice they need to give.

#### [James Carpenter]

Sticking a two-month notice specifying the new rent. As a tenant, if you wish to object to that, and as we'll probably find out in a few minutes, why wouldn't you want to object to it? You have the right to challenge that in the property tribunal, the first tier.

#### [Nick Coffer]

# Will they be able to cope?

## [James Carpenter]

The property tribunals, I doubt that they will be able to cope. Because quite frankly, given the effects of making a challenge, any savvy tenant or any well-advised tenant is going to challenge any rent increase.

## [Iris Ferber]

Yeah, I mean, it's mind boggling, I think, really. We've swapped a situation where the landlord has all the power to a situation where a tenant has all the power, and probably neither of those is really a good thing. So the proposed new system will be that the landlord gives notice to increase the rent.

The tenant is entitled to apply to the tribunal to challenge that. The tribunal then takes its three years to process that application, because there's a deluge of applications, because all the tenants are doing the same thing. And after three years, the tribunal decides, no, no, the landlord was right.

The rent three years ago really was £1,500 a month, and that was a fair rent to charge. Well, that decision only takes effect three years down the line. So, a tenant has the benefit of three more years at £1,000 a month rent, rather than £1,500 a month just for the privilege of having issued an application and then waiting.

And that's a lot of money, and there's nothing the landlord can do about that.

#### [James Carpenter]

There are no consequences for a tenant. There are no cost consequences for pursuing an application in the tribunal. And as we've discovered, there is no backdating of the rent.

# [Nick Coffer]

Can I finish with a slightly controversial question, which you haven't been prepared for, and which is not on your notes, However, I'd ask you to answer it quite rapidly and quite quickly. I guess what I'm trying to work out here, we've done two episodes here, and the level of detail, by the way, the level of expertise has been phenomenal.

And thank you for that. I'm trying to work out what the motivation is behind these new measures. And part of me is thinking it's coming from a consumer standpoint and wanting to protect the tenants.

Has anyone wondered whether part of this is also motivated by a desire to reduce the buy-to-let sector and make it much less appealing for people to become landlords? And I should just give you a quick bit of behind-the-scenes here. Everybody's pointing to each other right now.

And I think it might be Iris who's going to draw the short straw.

# [Michael Grant]

Well, Nick, I think the problem is, it's very difficult to know the real motivation behind changing a system which was already heavily regulated. When you have Section 21, which

seemed to have worked quite well for landlords, then they introduced the Deregulation Act, which ironically, despite its name, introduced more regulation.

So it became incredibly difficult down the line for a landlord to rely on Section 21. Bear that in mind, you've got this new renters' rights bill, where there's even more regulation or restriction. And more complexity.

## [Iris Ferber]

And greater penalties. I think that's a really important aspect of this. Higher regulation, higher complexity, far greater penalties on landlords for getting it wrong.

And I think that the intention is to improve the rights of tenants. And I think it is as simple as that. I really do think that...

#### [Nick Coffer]

But the effect could be...

#### [Iris Ferber]

But the effect, ultimately, the real-world, down-the-line effects of this, I think almost inevitably, actually, are that fewer people will want to rent out their properties.

# [Nick Coffer]

I can only speak as the person in this room who actively has been considering renting my property out, because I'm actuallygoing to potentially be moving in with my partner. And I can honestly say as the person in this room, I've heard this over these past two episodes, and it scared the life out of me.

## [Iris Ferber]

What's the alternative? So if you don't rent out your house or flat, Nick, you're going to sell it, right? That's the alternative.

And the person who might want to rent your house or flat, they can't afford to buy it. So that's a property that is no longer... is now not in the pool of available properties for a person that wants somewhere to live.

## [Michael Grant]

What I will say to all landlords, and especially to you, Nick, if you're wanting to rent your property out, don't do so before seeking some robust advice.

#### [Nick Coffer]

And I think what I'm seeing in all of these episodes that we're recording, it's really easy for us to... Look, this is a Taylor Walton podcast. It's really easy for us to say, go seek legal advice.

However, whether it's with you guys at 42BR, Taylor Walton, or indeed anyone listening to this anywhere, it is clear, and I'll use your phrase, Michael, robust legal advice is going to be absolutely vital.

I think we should wrap up there. You've all been brilliant, genuinely.

And I've sat here both as listener and potential user, and I found the information invaluable. If you want to find Iris Ferber KC and Michael Grant, the best place to do so is at 42BR.com. And James, if we want to find you, it's at TaylorWalton.co.uk. Your email address is:

# [James Carpenter]

James.Carpenter@TaylorWalton.co.uk.

# [Nick Coffer]

Guessing you're all on LinkedIn as well?

# [Iris Ferber]

We are. Absolutely.

## [Nick Coffer]

Seek out this trio, these three musketeers on LinkedIn. If you're enjoying the episodes in this series, do click on follow. That way you'll be notified of all future episodes.

If you've got a minute and you feel so inclined, perhaps leave us a review because it really can make a difference in getting the word out there. But there will be lots of other episodes in this series. So do make sure you follow to be notified of them all.

For now, from myself and James and Michael and Iris, it's goodbye.

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