



The Equality Act 2010

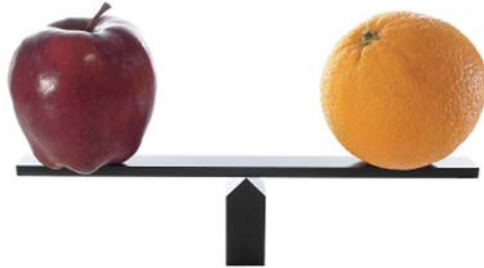
What does it mean for landlords and property managers?

April 2010

The Equality Act has now become law and key provisions for landlords and property managers are expected to come into force in October 2010.

In a nutshell the Act will...

- harmonise the core provisions of the different types of discrimination law; and
- introduce a new duty to consent to alterations to common parts of residential properties where requested by a disabled occupier so as to avoid or reduce a disadvantage arising from their disability.



Current law affecting property

What existing statutes dealing with discrimination affect property owners and managers?

- Equality Act 2006 duties not to discriminate on grounds of religion, belief or sexual orientation against potential buyers or tenants when selling or letting property, or against tenants or other occupiers when managing let premises
- Disability Discrimination Act 1995 duties
 - on service providers to make reasonable adjustments to premises to accommodate disabled customers;

- on landlords not unreasonably to refuse consent to DDA alterations to premises and to respond to requests for consent within 21 days;
- on landlords or property managers to change building management practices or provide auxiliary aids to assist disabled tenants;
- on property owners and managers not to discriminate against, victimise or harrass disabled occupiers, particularly in relation to eviction from premises.

These duties are repeated in the new Act

New Equality Act 2010 duty to consent to changes to common parts

What properties are affected?

Residential or mixed use buildings in England, Wales and Scotland.

When will this apply?

The start date is not yet available but it is most unlikely to be before October 2010.

What does it mean?

- If a disabled tenant or occupier
- who uses or intends to use premises in a building as his or her main home
- requests physical changes to common parts to

reduce or avoid a disadvantage suffered in comparison with non-disabled people

- the landlord must within a reasonable time consult all others likely to be affected by the changes and
- having considered the views of those consulted, take whatever steps are reasonable to avoid the disadvantage.
- If changes to the common parts are considered reasonable the landlord must first enter a written agreement with the disabled person setting out their respective obligations in relation to the works.

- The agreement can provide that the disabled person organises and pays for the works and for restoration of the common parts when the disabled person leaves the property.
- The agreement will bind the landlord's successors- but apparently not the disabled person's successors.
- So the landlord may wish to insist the works are re-instated before the disabled person leaves.
- Regulations are expected to be drafted about termination of such agreements a duty to provide details of them to others.

What to do next

What do I need to do?

- Brief property managers involved with residential

property about the changes and consider whether you need to update your existing policies.

More information

If you would like further information on the other aspects of the Equality Act 2010, we also have specific briefings for:

- Employers
- The public sector

- Service providers (private and public sector)
- Pension schemes

Visit our website at www.burges-salmon.co.uk

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