**Information note on Landlord/Tenant data**

This document sets out NWL’s position regarding the exchange of personal data (about tenants) with landlords.  It is based upon the advice of the ICO.  Our current approach HAS NOT CHANGED.

**A landlord’s legal obligation to disclose information**

The General Data Protection Regulation (GDPR) allows a landlord to release personal information about a tenant in particular circumstances to certain people/organisations.  As a utility provider, NWL has a legitimate business interest in obtaining this information, so that the occupier who receives the services pays for them (as provided by the Water Industry Act 1991).

**Can a landlord pass the names of new tenants to NWL?**

Yes.

A landlord has a legitimate interest in making sure that utility charges are directed to those responsible.

**Can a landlord pass forwarding addresses of former tenants to NWL?**

Yes.

Sometimes a landlord will become aware that a tenant has moved leaving behind an unpaid water bill or an account in credit.  Equally, NWL may need to contact a former tenant regarding continuing social support.  In these circumstances landlords can pass a forwarding address (where known) to NWL as the GDPR is not intended to be an obstacle to disclosure in these situations.

**Can NWL provide information to landlords about tenants?**

No.

Whereas the GDPR allows a landlord to release personal information about a tenant, in this case it does not allow NWL to do so in return.  We are required to maintain ‘non-disclosure’ as we have no legitimate business interest that will allow us to disclose.

We must not therefore provide a landlord with information about our customers.

However, it is in our business interests to know if a tenant is in a property.  If a landlord asks if their tenant is registered, we can give a ‘yes or no’ answer.  If the tenant is not registered, we should take their details from the landlord.

**Can NWL pass forwarding addresses of former tenants to a landlord?**

No.

A landlord may wish to trace an ex-tenant, for example in situations where there is unpaid rent.  This is a matter between the landlord and tenant.  NWL has no legitimate interest to intervene and must therefore maintain its Data Protection duty of non-disclosure.

Landlords may include ‘consent to disclose’ clauses in their tenancy agreements.  However, this has no bearing on NWL’s obligations not to disclose the tenant’s details to the landlord.

**Tenant and Landlord dispute**

The Water Act 1991 makes the occupier liable for payment of water and sewerage charges, except where the water company has an agreement with another party (usually a landlord) to pay.  Any arrangement a landlord makes with their tenant for payment of water charges is a private matter between the landlord and tenant (normally in the tenancy agreement) and is not binding on NWL.

If there is a dispute between landlord and tenant regarding liability for payment of charges either party can send us a copy of the tenancy agreement and ask us to change our records to reflect  the terms of the agreement.  However, we cannot name the landlord as account holder, and hold them responsible for payment, unless we have the landlord’s written confirmation that they are liable for the charges.  Without this, the tenant remains liable for our charges.

When a tenant sends us a copy of the tenancy agreement, which provides that the landlord is responsible for water and sewerage charges, and the landlord has not already confirmed their responsibility in writing, we should contact the landlord on behalf of the tenant and seek their written confirmation.  Until we receive the landlord’s written acceptance of responsibility for our charges, the tenant will remain liable.

If we have been billing a landlord, who then disputes his liability to pay the charges, or the period he is being charged for, we can amend this information on our systems provided we have a copy of the signed tenancy agreement as evidence of the occupation of the premises for the charging period by the tenant.