



# THINKING OF RENTING A BOAT?

Across social media and the waterways press there are regular articles and requests from those looking to rent a boat. Indeed, when prospective owners post about buying their first boat they are often advised to hire first before committing themselves. In urban areas living on a boat is often now not a lifestyle choice about going boating but a desire for cheap accommodation in a defined area.

This is not intended to be a definitive guide just some friendly advice and perhaps warning to those who are looking to rent a boat written by boaters for boaters. We should be clear that we are not talking about normally accepted hire boat companies. This document has no legal status but reflects the current views of NABO.

The Canal and River Trust (CRT) are currently reviewing licensing and rented boats will no doubt fall within this review; this document has been written in May 2017 and will be updated as and when the current regulations change.

**First, and most important,** letting a boat is only permitted by the Canal and River Trust if the boat has a permanent residential mooring, a commercial licence, insurance and boat safety checks (just like all the holiday hire boats you see around the system).

Start by reading this:

<https://canalrivertrust.org.uk/enjoy-the-waterways/boating/a-boat-of-your-own/renting-a-boat-to-live-on-or-hiring-out-your-own-boat>

You can of course let someone boat sit your boat whilst are you away for a period of time, *as long as no money changes hands*, thus ensuring that the boat is moved every two weeks, batteries charged etc. etc. if you are a continuous cruiser. In these circumstances, you should let your insurance company know. You will rarely see a boater advertising for someone to do this.

Almost without exception boats that are being rented around the system fall foul of this as they are boats without a home mooring and are therefore likely to be uninsured and not only a risk to the renter but also to those they are moored next to as it is now becoming increasingly common for boats to be moored two or three abreast.

If you look at unofficial renting – a boat without a home mooring, or one on a leisure mooring then you are not renting a home, you are simply paying for the use of a ‘chattel’, a possession. This means that none of the legislation designed to protect tenants applies despite the fact that you will often be asked for a substantial deposit and monthly rent.

There is a good summary of the issues here:

<http://www.landlordlawblog.co.uk/2011/08/10/can-you-have-a-tenancy-of-a-boat/>



You will rarely find boats advertised to rent because residential moorings, even in London, where there are more than on other parts of the system, are few and far between. However, they do turn up occasionally and are often managed by estate agents. Who may not know very much about boats so if you do find one take someone with boat knowledge with you when you go to look and don't be fooled by nice decor. However, at least you will have some recourse to law if you find something doesn't work as you expected. However, if your motivation is cheap housing you will find that these often compare in price with land based accommodation. Recently some London residential moorings have been going for in excess of £12,000 for the mooring alone, at the time of writing a 1997 canal boat with London residential mooring is for sale for £80,000.

There are some boaters who want to let their boats but not on a residential mooring and therefore without the appropriate licence, insurance and boat safety certificate. They generally fall into two categories:

First are those who are aware that what they are doing contravenes the terms of their licence. They tend to fall into two groups:

First, the boater who is going away for some reason and wants to let the boat so that it is looked after and covers their costs. They rarely advertise because CRT now monitors sites like Gumtree and can refuse to renew the boat's licence if they become aware that it is being rented. Therefore, these boats tend to be let by word of mouth to trusted friends of friends.

Secondly, there are a growing number of exploitative individuals who own several boats and choose to run an illegal letting business – they too have networks they operate through that they don't often publicise.

In summary if you see a boat advertised for rent via social media or word of mouth please check it out carefully. Be particularly careful of the person who implies that you will have the same legal deal as renting a flat (you won't).

These are the some of the comments made by experienced boaters, especially for those who have no experience of boating and are renting from a stranger (which is not to say that it will go wrong, just that it might). They are from social media sites:

"Renting a boat which doesn't comply is the same as someone driving a car without Tax, MOT, and Insurance. If a non-compliant rented boat explodes, catches fire etc. it is unlikely to be covered by the owner's insurance which will have been declared null and void. Any third-party damage or injury will also not be covered."

*"I would be happy with a continuous cruiser licence"* - but CRT would not - it is therefore technically not legal, which is fine, until something goes wrong and you get screwed or CRT



decide to take an interest (this is a public forum in which members of CRT staff participate) and take the boat's license away for breaking the t&c's and you lose your home.”

‘You have no recourse to letting law - ... witnessed a girl working on one of the cafe boats bolt down the towpath screaming "That's my boat. What's it doing here! What have you done with my dog!?" just this summer. Landlord dispute. - took the boat (allegedly abandoning the dog and dumping them on towpath)’

### **And one from a recent renter**

“Hey lovely boaters, I have to get this off my chest - my former 'boatlord' has had the audacity to send me an email today as a 'first reminder' that I owe him a late payment of £800 for 'boat maintenance' (aka rent) as I am still a 'part owner' of a boat he sank with his neglect - that I am obviously unable to live on!! He has made me homeless with no offer of rehousing or compensation not even for laundry, and he still expects rent when I'm not living there??

He will not give me my deposit back until I meet him in person despite asking him several times to pay it into my bank - as I can't bear to talk to him or see him again after what he has done. I'm also suffering from anxiety, have been off work and this is making it worse.

I have tried solicitors but no joy. I don't know what to do next? All I want is my deposit back... Not to be asked to cough up more rent in the guise of maintenance for a boat I don't live on!!!”

For most of us living on a boat is a lifestyle choice not primarily a financial one. You need to want to empty a toilet regularly (and worry about whether the facilities will be in working order to do so), manage a temperamental solid fuel stove, live with running out of gas at midnight, wonder what that strange noise from the engine/water pump/bilges is, worry about security on the towpath and whether your bike is still on the roof...

You can try and find a long term commercial rental if you want to be on the move or can't find a boat on a mooring. The rent (£940-£1400/month will be similar to a flat and reflect the level of maintenance, insurance and support that is needed. You may also find that they aren't that keen on London – they've heard too many stories about overcrowding. Google 'long term narrow boat hire' and you will find a few companies plus some other possibly useful links.

· Note: searching on terms like 'boat', 'rent', 'London' will bring up a number of old adverts that contain very out of date information – ‘*When I lived aboard I generally lived in the East London area...*’ – try that now and you'll be in trouble very quickly!

Tips that you will find helpful if you are still keen

· Learn how to handle a boat– there are numerous centres including those that offer the RYA Inland Helmsman training or other similar courses.



- Walk the towpath, get to know boaters. Look for opportunities to volunteer and get to know people.
- Check with any marinas in the area as to whether they allow their residents to rent and if so, keep an eye out for any opportunities.
- You might also find the occasional room in a share advertised – these are usually on the bigger static houseboats to be found on the Thames. Search terms; houseboat (actually a static structure that just happens to be on water), rent, London.

And if you find something

- Check whether you are being offered a legal rental – if so, make sure it meets the CRT requirements as above. Check that the licence, boat safety and insurance are legal for renting (because if they're not, **you** are likely to be the one to suffer). You can always call CRT and check.
- If it doesn't and you still want to take the risk, consider getting an agreement drawn up by a solicitor that is specific to the boat and your circumstances.

And check the same things as if you were boat sitting

- Get a proper handover including engine, gas, toilet, weedhatch to name a few
- that the owner has cleared it with their insurers,
- when the last boat safety was done, and that any work recommended has been done,
- that you know how everything works, particularly the smoke and CO alarms
- that you have someone to call on for advice and help – on a day to day basis as well as in an emergency

· IF THE BOAT HAS NO HOME MOORING YOU MUST MAKE YOURSELF FAMILIAR WITH THE CURRENT (AND CHANGING) RULES ABOUT MOVEMENT – if you don't you could put the owner's licence at risk (and thus your home). Currently this means covering a range of at least 20 miles in the course of a year and moving every 14 days (or more often). These are subject to change.

Finally, one recent renter in dispute with their boatlord paid a deposit of £1800 and rental of £750 so if you are keen to get afloat consider buying a boat and enjoy the lifestyle without the problems identified above.

Be wary of buy to rent schemes. Where possession and full ownership aren't exchanged at the same time, there are serious risks for both the purchaser and the seller.

From the seller's point of view, if the buyer stops paying the instalments, they can obviously sue the buyer. However, depending on the facts of the case, if the buyer has sold the boat on to a third-party purchaser for value without notice there is a strong chance that they will not be able to recover the boat and they will probably have a tough time tracking down the buyer who has made off with the cash.



It's not all rosy from the buyer's point of view either, as there have been cases where all the instalments have been paid and then the seller has sold the boat claiming that the instalments were merely rent and demanded back possession of the boat.

### **The future.**

CRT has been consulting to try and address the issue of renting contrary to its licensing conditions to address the Airbnb type rental as well as those that rent long term. One of the proposals was to create a new license that did not require a home mooring but required a commercially priced license and BSS this would have given some protection and addressed many of the issues. NABO felt that this was a move forward but that without a fast track effective enforcement regime the current under the radar renting was likely to grow in popularity. Continuing to insist that boats require a home mooring which are just not available in places of rental demand like London and the western Kennet and Avon is not going to make the problem go away.

Hopefully making boaters understand the risk they are taking through documents like this and social media will at least ensure they ask the right questions and stay as safe as possible.

*Amended by Mark Tizard with much thanks to the substantial contribution of Jess Good of London Boaters Facebook page who posted the original document.*