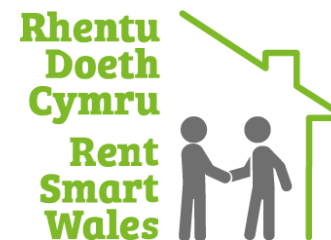


Renting Homes (Wales) Act 2016 – Quick Guide

This is a quick guide, covering the same information as in the full Renting Homes training course produced by Rent Smart Wales. This is a guide for **new** standard occupation contracts under the Renting Homes (Wales) Act 2016 issued on or after the 1 December 2022. **It does not cover all aspects of differences between converted and new contracts.** There are further guides about possession for converted contracts on the Rent Smart Wales Resources page and you should check for any differences for converted contracts in comparison to this guide for any actions you intend to take.



All prescribed forms detailed below are found via this link: <https://gov.wales/renting-homes-forms-landlords>

All legislation detailed below can be found via this link: <https://gov.wales/renting-homes-act-and-regulations>

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| General | | | | |
| Written Contracts | n/a | Chapter 2. Section 31 of The Act And model written contracts are from Chapter 6 (section 29 of The Act) and The Renting Homes (Prescribed Forms) (Wales) Regulations 2022 | Model Written Statement (MWS) . Both periodic and fixed. | <p>All contracts must be in writing. Must be issued at the latest by 14 days after the occupation date.</p> <p>Key facts about a written statement of contract (often called written contracts):</p> <ul style="list-style-type: none"> • Can be issued either in hard copy, or if the contract-holder agrees to it, electronically. • Model contracts can be downloaded free of charge from the Welsh Government website and can be amended to specific circumstances. Note: Fundamental Terms. Some cannot be amended or removed (if they have an F against them in model); some can, but only if they improve the situation for a contract-holder (F+). Supplementary terms (S) can only be removed if the contract-holder agrees. • Landlords can issue a written contract as soon as they and the contract-holder agree to the terms of the rental. But the latest the landlord can issue it is 14 days after the contract-holder is entitled to begin to live in the dwelling. This is known as the “occupation date” (section 31). The same requirement is in place if a new contract-holder in a joint contract begins to live in the rental. <p>Section 42 details when terms of the occupation contract become enforceable. If the landlord has issued the written statement of contract the terms become enforceable as soon as it is issued; otherwise, they come into force on the occupation date (even if the landlord has not yet issued the written contract). If the landlord wants to give the written contract before the occupation date and lock the contract-holder into the terms of the contract before they occupy the property, the contract-holder would have to give the landlord notice (in line</p> |

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| | | | | <p>with The Act) in order to leave the contract, even if the occupation date hadn't yet occurred.</p> <p>A fee cannot be charged to give a written statement of contract; however, should a contract-holder mis-place it and request another copy the landlord must provide another copy within 14 days of the request. The landlord can charge a fee for this replacement; if the landlord does, they must provide the replacement copy 14 days after the fee is paid (rather than after the initial request).</p> |
| Landlord's Address | n/a | Section 39 of The Act | RHW2 (first time) RHW4 (change in landlord's address) RHW3 (change of landlord) | <p>No later than 14 days after the occupation date, the landlord must also give the contract-holder notice (RHW2) of an address to which the contract-holder may send documents that are intended for the landlord. This could be via an electronic means such as email address if the landlord prefers and the contract-holder agrees.</p> <p>If the landlord needs to subsequently update the address, they must use prescribed form RHW4 and issue it within 14 days of the change.</p> <p>If there is a change in the landlord, the landlord must use prescribed form RHW3 to inform the contract-holder of the change in the identity of the landlord and of an address to which documents intended for the new landlord must be sent. Must be done before the end of 14 days starting with the day on which the new landlord becomes the landlord.</p> |
| Raising Rent | F+ | Section 123 - Variation of rent Renting Homes (Wales) Act 2016 | RHW12 - Notice of variation of rent | <p>For periodic: Only after two months' notice has been given. The first time this is done during the contract it can be done at any time. But after that it cannot be done within a year of the last rent increase.</p> <p>Fixed can only raise rent through agreement (at anytime).</p> |

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| Deposits | F | Chapter 4 of The Act: Deposits and Deposit Schemes (s.45 specifically) And The Renting Homes (Deposit Schemes) (Required Information) (Wales) Regulations 2022 | n/a | <p>Once the landlord receives the deposit, they have 30 days (starting with the day on which the deposit is paid) to:</p> <ul style="list-style-type: none"> a) comply with the initial requirements of an authorised deposit scheme, and b) give the contract-holder (and any person who has paid the deposit on his or her behalf) the required information. <p>Cannot ask for security (such as a deposit) to be anything other than money or a guarantee.</p> <p>The landlord must use a deposit scheme even if the deposit is paid by someone else, like a rent deposit scheme or a contract-holder's parents.</p> <p>Required Information which must be signed and in writing must confirm the following details:</p> <ul style="list-style-type: none"> ✓ The address of the rented property ✓ How much deposit the person has paid ✓ How the deposit is protected ✓ The name, address, telephone number and any email address for the following: <ul style="list-style-type: none"> • The deposit scheme used and its dispute resolution service • The landlord • The contract-holder (including details to be used at the end of the occupation contract) • Any third party who paid the deposit ✓ Why the landlord would keep some or all of the deposit - for example, because the contract-holder has damaged the property and the landlord need to fix it, by reference to the terms of the contract. ✓ How to apply to get the deposit back at the end of the contract |

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| | | | | <ul style="list-style-type: none"> ✓ What to do if the contract-holder cannot get hold of the landlord, or the landlord cannot get hold of the contract-holder, at the end of the contract ✓ What to do if there is a dispute over the amount of deposit to be returned at the end of the contract. <p>The contract-holder must also have the opportunity to sign the confirmation of the required information the landlord gave them.</p> <p>There are penalties in The Act for not complying</p> |
| Inventories | S | The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 (and Model Written Statement (MWS)) | n/a | <p>Landlords are now required to provide a written inventory to the contract holder within 14 days of the occupation date. This can only be removed from the contract if agreed by the contract-holder, as it is a supplementary term. This would be reasonable in an unfurnished house for instance.</p> <p>The landlord must provide a copy of the inventory to the contract-holder and give them 14 days to comment or agree it. If they do not respond within 14 days, the landlord can take it that it is agreed. If the contract-holder does respond with comments, the landlord should respond to these within 14 days.</p> |
| Death of a sole contract-holder (without or without someone else living with them) | F | Section 155 of the Act and Succession is sections 73-83 of The Act | n/a | <p>If a sole-contract holder dies, the contract comes to an end one month after the death, or if earlier, when the landlord is given notice of the death by someone authorised to inform the landlord.</p> <p>If there is someone living at the property who is not named on the contract, but who under The Act (section 73-83) could succeed them then current contract would continue, but in the name of the person succeeding the person who died. In general terms this will be a family member, carer or a partner rather than a friend. Read the Act for further details on succession.</p> |

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| Joint liability | n/a | Section 48 (contract-holders) and section 53 (landlords) of The Act | n/a | If there are two or more joint contract-holders under an occupation contract, each is jointly liable for every obligation to the landlord under the contract. And the same goes if the landlord is a joint landlord; each landlord named on the contract is fully liable to the contract-holder for the performance of every obligation to the contract-holder under the contract. |
| Joint contract-holder wants to leave | F+ | Section 130 of The Act | n/a | <p>Different for periodic and fixed.</p> <p>Periodic: a joint contract-holder in a periodic standard contract may withdraw from the contract, without needing the landlord’s consent, if they follow the steps below.</p> <p>They must give the landlord a notice (a “withdrawal notice”) which:</p> <ol style="list-style-type: none"> 1. Specifies the date on which the joint contract-holder intends to leave the contract (the “withdrawal date”). This must be a minimum of one month from the date they give the landlord the notice. 2. Attaches a copy of the written warning(s) the contract-holder has given the other joint contract-holders to make them aware that they intend to leave the contract. <p>As soon as possible after the landlord receives the withdrawal notice they must give their own written warning to the other joint contract-holders who are staying part of the contract. This is to make them aware of what is happening and to provide a copy of the withdrawal notice.</p> <p>There is no standard form for this ‘notice’.</p> <p>Fixed:</p> <p>There must be a specific contract-holder break clause contained within the contract if the contract-holder wishes to leave a fixed contract early. There is no ‘model’ for this; if a landlord/contract-holder wanted to add this they are advised to seek independent legal advice.</p> |

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| | | | | <p>Where a break clause has been included, notice is given under the break clause, and it is to be taken as a “withdrawal notice”. As soon as possible after the landlord receives the “withdrawal notice” they must give their own written warning to the other joint contract-holders who are staying part of the contract.</p> <p>This is to make them aware of what is happening and to provide a copy of the notice which is to be taken as a “withdrawal notice”.</p> <p>The joint contract-holder ceases to be a party to the contract on their stated withdrawal date and will no longer be liable for any on-going rent or obligations under the contract.</p> |
| Adding a joint contract holder | | Sections 49-51 of The Act | n/a | <p>A new joint contract-holder can be added to a contract if requested by the other joint contract-holders. If the landlord does nothing, consent is deemed as given and they will become a joint contract holder (and will expect a written contract within 14 days of their occupation date which if it isn’t given, the joint-contract holder can claim compensation for).</p> <p>The steps are:</p> <ul style="list-style-type: none"> • A request to add a joint contract-holder to an occupation contract must be signed (or executed) by the people currently part of the joint contract and the person who wishes to be added to the joint-contract. If the landlord actively gives consent to the addition, they must sign it too. • From the day on which they become a joint contract-holder, they become entitled to all the rights and are subject to all the obligations that all other contract-holders under the contract have. |

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| | | | | The new contract-holder must be issued with a written statement of the contract, at the latest, within 14 days of their occupation date. If the landlord fails to do this, they can be penalised. |
| Consent | n/a | Section 84 of The Act | n/a | <p>All requests for consent in the contract (including adding a joint contract-holder) must be dealt with in the following way:</p> <ul style="list-style-type: none"> • Request made in writing from contract-holder • Within 14 days, landlord may ask for further information to help them deal with the request • If the additional information is not reasonable to ask for, it can be disregarded by the contract-holder, and the law treats it as if the landlord had not asked it • Landlord has one month from either the date the initial request was made, or the subsequent date the additional information was provided, to determine the request and send it in writing to the contract-holder • If the landlord consents subject to conditions, the contract-holder must be given written notice of the conditions at the same time as the consent • If the landlord refuses consent or consent subject to conditions, the person who made the request may ask for a written statement of the landlord's reasons. <p>There are a variety of situations where the landlord is treated as having consented to the request by default (with no conditions attached). These are if the landlord:</p> <ul style="list-style-type: none"> • does not give or refuse consent in writing before the end of the relevant period • consents subject to conditions but does not give the contract-holder written notice of the conditions |

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| | | | | <ul style="list-style-type: none"> does not give a written statement of reasons before the end of the period of one month starting with the day on which the statement was asked for. |
| Fitness For Human Habitation and Repair | F+ | Part 4 of The Renting (Homes) Wales Act 2016. For FFHH: The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 And FFHH Guidance | n/a | <p>Landlord must keep the rental both in repair and fit for human habitation (FFHH). This applies to all standard occupation contracts that are made for a term of less than seven years.</p> <ol style="list-style-type: none"> 1. Repair: Landlord must keep the structure and exterior of the property in good repair and keep installations for the supply of water, gas or electricity, for sanitation, for space heating, and hot water in repair and proper working order. 2. FFHH: Assessed against the 29 ‘matters and circumstances’ in reg’s. Similar to HHSRS (which is still in place; HHSRS is still what Councils will use and can take action under to require works at a rental). However, Councils do not assess FFHH; initially up to the contract-holder but if landlord doesn’t agree it must be determined by the courts. A property will be unfit if it does not have three specific things is (as min): <ol style="list-style-type: none"> a. working, mains powered and interlinked smoke alarm, on each floor of the dwelling b. working carbon monoxide alarm present in any room containing a gas appliance, an oil-fired combustion appliance or a solid fuel burning combustion appliance (for instance a gas cooker, gas boiler or wood-burning stove). A relevant room includes halls, landings and corridors; and c. the electrical service installations must be safety inspected, in accordance with the British Standard BS7671, by a qualified person at intervals of 5 years or sooner where a previous electrical inspection has made such a recommendation. This is known as ‘periodic inspection and testing’ (PIT). A copy of the condition report setting out the results of an electrical safety inspection must be |

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| | | | | <p>given to the contract-holder. In addition, the landlord must provide the contract-holder with written confirmation of all investigatory and remedial work carried out on the electrical service installation as a result of an inspection.</p> <p>Penalties in the legislation state that a contract-holder is not liable for rent for each day (or part day) the dwelling is unfit for human habitation (from regulation 11 of The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 (legislation.gov.uk). Contract-holder can withhold rent for this purpose. This is a supplementary term and cannot be amended or removed unless agreed by the contract-holder.</p> |
| Carbon Monoxide Alarms | F | Regulation 5 of The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (Under Part 4 of The Act.) | n/a | <p>Fundamental Term relates to restriction on giving notice for possession unless carbon monoxide alarms are installed.</p> <p>Not having a working carbon monoxide alarm makes the property unfit under FFHH (Part 4 of Act).</p> <p>For new contracts: must have alarms fitted for start of contract. For converted contracts: By 1 December 2022 (no year exemption).</p> |
| Smoke Alarms | F | Regulation 5 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 | n/a | <p>Fundamental Term relates to restriction on giving notice for possession unless working smoke alarms are installed.</p> <p>Not having a working smoke alarm makes the property unfit under FFHH (Part 4 of Act).</p> <p>For new contracts: must have alarms fitted for start of contract. For converted contracts: Have until 30 November 2023 to comply.</p> |

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| | | (Under Part 4 of The Act.) | | |
| Electrical Installation Condition Reports (EICRs) | F | Regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (Under Part 4 of The Act.) | n/a | <p>Electrical Condition Reports (ECRs) or Electrical Installation Condition Reports (EICRs) are the same thing.</p> <p>Fundamental Term relates to not being able to serve notice for possession where landlord has failed to supply an EICR.</p> <p>Not having an EICR makes the property unfit under FFHH (Part 4 of Act).</p> <p>To get an EICR, a Periodic Inspection Test (PIT) must be carried out by a suitably qualified person (electrician).</p> <p>For new contracts: within fourteen days:</p> <ul style="list-style-type: none"> • of the occupation date landlord must give the contract-holder the current EICR. • after landlord receives the information, they must provide the contract-holder with written confirmation of all investigatory and remedial work carried out on the electrical installation as a result of a PIT. • of the inspection date, where a PIT is carried out after the occupation date, the landlord must give the contract-holder the EICR <p>For converted contracts: Have until 30 November 2023 to comply.</p> <p>If landlord has an EICR which is dated before the 1 December 2022, and it is still valid they can use that report to comply with their obligations under The Act; it does not have to be carried out after the date the law came in.</p> |

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| | | | | The landlord can use an Electrical Installation Certificate instead of an EICR, but only for a new build property. This certificate is valid for 5 years after the date of issue. An Electrical Installation Certificate is not a substitute for an Electrical Installation Condition Report (EICR) in any other circumstance (e.g. if the landlord had had one issued for a re-wire, updated system, new sockets, etc). |
| Right to occupy without interference from (the) landlord (Quiet Enjoyment) | F+ | Section 54 of The Act | n/a | <p>Contract-holder has a legal right to live in the property as his or her home without interference from the landlord.</p> <p>If landlord wants to access the property, they must be let in by the contract-holder; they cannot force entry.</p> <p>Equally applies to someone who acts on landlord's behalf, or has an interest in the dwelling, or part of it, that is superior to the landlords (for example a "head landlord" in a sub-occupation scenario).</p> <p>The Protection from Eviction Act 1977 still applies in Wales; people can still be prosecuted for conduct which is intimidating or deemed harassment.</p> |
| Landlord's right to enter the dwelling – repairs | F+ | Section 98 of The Act | n/a | <p>Landlord has the right to enter the dwelling at any reasonable time to inspect or undertake repairs but must give the contract-holder at least 24 hours' notice before doing so.</p> <p>Landlord will not be liable for failing to comply with the fitness for human habitation and repairing obligations if the necessary works or repairs require access to a part of the building which the landlord does not have a right to access, and the landlord has been unable to gain access after making reasonable effort.</p> |
| Landlord's right to enter the | S | The Renting Homes | n/a | In a situation that can be deemed an "emergency" the landlord may enter without permission, and with no prior notice needed. Emergency defined in |

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| dwelling – emergencies | | (Supplementary Provisions) (Wales) Regulations 2022 (and Model Written Statement (MWS)) | | <p>regulations (and model contract) and includes situations like flooding/leak or fire.</p> <p>If landlord does enter without the contract-holder knowing, they must take all reasonable actions to notify them that they have entered the dwelling, as soon as possible after entry.</p> <p>If the contract-holder is present and refuses access, the landlord cannot force entry; they would have to apply for an emergency injunction from the court.</p> |
| Landlord's right to enter the dwelling – repairs to fixtures and fittings | S | The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 (and Model Written Statement (MWS)) | n/a | <p>Landlord could, after giving 24 hours' notice, enter the dwelling to sort out an issue which is actually down to the contract-holder to resolve, if they did not do it in a reasonable period of time. This would only apply to fixtures and fittings, or other items listed in any inventory which would be the landlord's responsibility normally, but the contract-holder has damaged them.</p> <p>If the contract-holder persists and does not allow the landlord access despite all reasonable attempts, they may apply to the court for an injunction. This would order that the contract-holder let the landlord into the property. Many injunctions are made with penal notices, this means that if the contract-holder breaches it, they may be held in contempt of court which is a criminal offence.</p> <p>Another option would be to pursue a possession claim for breach of contract if the contract-holder refuses to grant permission for access for repairs in line with the requirements of the contract.</p> |
| Notice under the Act | F+ | Form of Notice – section 41 The Act | n/a | Any notice, statement or other document required or authorised to be given or made by an occupation contract must be in writing (e.g. notice for access just |

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| | | | | <p>says give a notice, doesn't specifically say in writing. But this section covers it, meaning it must be in writing).</p> <p>Sections 236 and 237 of The Act make further provision about the form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of this Act.</p> <p>All prescribed forms can be found here: https://gov.wales/renting-homes-forms-landlords</p> |
| Anti-social behaviour and other prohibited conduct | F | Section 55 of The Act | RHW23 – single contract-holder RH32 -joint contract-holder RHW33 – for other joint-contractor holders when informing them of RHW32 | <p>Anti-social behaviour and prohibited conduct can include the following which could affect anyone, from someone within the dwelling, a neighbour or even the landlord or someone working on their behalf:</p> <ul style="list-style-type: none"> • excessive noise, • verbal abuse, • physical assault, or • domestic abuse (including physical, emotional, sexual, psychological, or financial abuse). <p>The contract-holder can be held responsible for the behaviour of everyone who lives in and visits the dwelling.</p> <p>Landlord can give notice (see prescribed forms) if they feel there is a breach of the term in the contract, and they are unable to resolve the conduct.</p> <p>On the same day the landlord serves the notice they can make a claim to court for a possession order without waiting for a notice period to expire. The court will make an order for possession if they consider it reasonable to do so.</p> |

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| | | | | Once the notice is served, the clock starts, and the landlord has six months to make a possession claim. Otherwise, it expires, and they have to start the process again. |
| Sub-occupation | n/a | Sections 59-68 of The Act | RHW5 – For contract-holder to use to give notice to the sub-holder of the conditions imposed by the head landlord when consenting to a sub-occupation contract RHW6 - to give notice as the head landlord of their decision to treat a sub-occupation contract as a periodic standard contract, if the situation arises. | The practice of sub-letting is called ‘sub-occupation’ in The Act. There is no right under the Act for the contract-holder to enter a sub-occupation contract with another person, but the landlord may agree to it. This will generally be addressed by an additional term in the ‘head contract’. |
| Trespassers | n/a | Section 238 of The Act | n/a | This provision is mostly for use by Community Landlords. If someone, who is not a contract-holder, lives in the property and the contract-holder dies and leaves them living there (and succession doesn’t apply because for instance they are just a friend) then such people could start having rights if the landlord starts to |

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| | | | | take payments from them. If after two months of taking the first payment the landlord does not take any action to evict that person, or otherwise show an intention to treat the person as a trespasser, a periodic contract is created between them. |
| Termination of contract by agreement | F+ | Section 153 of The Act | n/a | A contract can end at any time if agreed by the landlord and the contract-holder. Officially ends when the contract-holder gives up possession of the dwelling in accordance with what is agreed. |
| Early Termination by Contract-Holder (before occupation starts) | F+ | Section 152 of The Act | n/a | <p>A contract-holder can end the contract at any time before it officially starts by giving notice, by the earlier of:</p> <ol style="list-style-type: none"> When the landlord gives the contract-holder a written statement of the contract, or The occupation date. <p>Once the contract-holder gives notice, they cease to be bound by the contract, and are entitled to the return of any deposit, rent or other consideration given to the landlord under the contract.</p> |
| Occupation After Expiry of Fixed Term | n/a | Chapter 6 Fixed Term Standard Contracts: End of the Fixed Term. Section 184 and 185 of The Act | n/a | <p>Where occupation continues after the end of a fixed term contract the landlord and contract-holder will have three options.</p> <ul style="list-style-type: none"> Option 1 – Automatic default process: If the contract-holder remains in occupation at the end of a fixed term contract a new standard periodic contract will be made. The fundamental and supplementary terms of this new contract must be used unedited as they are in the model periodic contract; however, the terms of the preceding fixed contract can otherwise continue to apply, so far as compatible with the new periodic fundamental and supplementary terms. The rental periods would also remain as they were. Option 2 – Agree with the contract-holder to start a new fixed term standard contract to commence when the current fixed term ends. This can simply be an updated version of the previous fixed contract should the landlord wish. |

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| | | | | <ul style="list-style-type: none"> Option 3 - Agree with the contract-holder to start a new periodic standard contract to commence when the current fixed term ends. This can have bespoke terms and the relevant fundamental and supplementary terms can be amended or omitted if agreed by the contract-holder (and in the case of fundamental, make the situation better for the contract-holder). <p>Whichever option the landlord takes, they must do the following:</p> <ul style="list-style-type: none"> The occupation date on the new contract will immediately follow the end of the fixed term A new written statement of contract must be given to the contract-holder(s), within 14 days It is assumed an address for the landlord where documents can be sent has not changed, so they do not have to re-issue this information to the contract-holder. <p>Can a landlord serve notice for the contract to terminate at the end of the fixed term? No, not if it is a short-term fixed term contract (less than two years). In this case the landlord cannot serve notice during the fixed term to require it to end on the last day of the contract. Therefore, it is best for a landlord to open an early dialogue with the contract-holder to see what they intend to do before the fixed term contract expires. Their options are:</p> <ul style="list-style-type: none"> to either leave on the last day of the fixed period (so leaving under mutual agreement), continue to live at the property on a 'statutory' periodic contract, continue to live there on a new periodic contract, or to continue to live at the property but on another fixed term contract. <p>No fees can be charged for issuing these contracts.</p> |

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| | | | | If the contract-holder stays living in the property on a new contract once fixed period ends, there is continuing occupation, so there is no need for the landlord to re-protect the deposit or issue further required information. |
| Restriction on giving notice for possession | F | Renting Homes (Amendment) (Wales) Act 2021 and The Renting Homes (Wales) Act 2016 (Amendment of Schedule 9A) Regulations 2022 . | n/a. Detailed on the back of all relevant prescribed possession notices | <p>A landlord must have done the following to start possession proceedings under sections 173, 186 or under a landlord's break clause:</p> <ul style="list-style-type: none"> ✓ Given a written statement of contract to all contract-holders; or ✓ if the landlord failed to give a written statement within 14 days of the occupation date, but then did issue one, waited six months ✓ Provided the contract-holder with the required information about the landlord's address for sending documents to ✓ Issued a valid Energy Performance Certificate (EPC) ✓ Given or displayed a relevant gas safety certificate (in line with the Gas Safety Regulations 1998) to the contract-holder ✓ Provided working compliant smoke alarms and, where required, installed carbon monoxide alarms ✓ Obtained and given to the contract-holder an electrical condition report and written confirmation of certain other electrical work ✓ Complied with security and deposit requirements and legal requirements surrounding prohibited payments and holding deposits ✓ Complied with registration and licensing requirements under Rent Smart Wales ✓ Obtained a HMO licence from the local Council where one is needed. <p>This list is different for converted contracts as some provisions come in at a later date for that type of contract – refer to the back of the relevant prescribed form for further information.</p> |

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| | | | | <p>There are no such restrictions when using the following prescribed forms for possession for the following issues (more akin to old s. 8):</p> <p>RHW23 - possession under section:</p> <ul style="list-style-type: none"> ○ 159(1) (breach of contract), ○ 161(1) (Estate Management Grounds), or ○ 166(1), 171(1) & 192(1) (contract-holder failure to give up possession following contract-holder providing notice to end the contract) <p>RHW20 - section 182(1) (serious rent arrears)</p> |
| Breach of Contract – Possession Claim | F+ | Section 157 of The Act | RHW23 | <p>Whether fixed or periodic, if the contract-holder breaches the standard contract the landlord may seek possession. Must follow process in Act and use prescribed form to serve notice.</p> <p>Notice expires 6 months after being served if not used to take the case to court. Once at court, the judge is not obliged to make the possession order. Instead, they will consider if it is reasonable to do so, in conjunction with matters detailed in Schedule 10 of The Act.</p> <p>This is what would be used to gain possession for ASB or other prohibited conduct and general rent arrears.</p> |
| Serious Rent Arrears | F | Section 181 and section 187 of The Act contain these provisions for periodic and fixed term contracts respectively. | RHW20 | <p>'Serious rent arrears' is defined in The Act, and arises where:</p> <ul style="list-style-type: none"> • there is at least two months' unpaid rent where rent is payable monthly • there is eight weeks' unpaid rent where rent is payable weekly • at least one quarter's rent is more than three months in arrears where the rental period is quarterly; or • at least 25% of the rent is more than three months in arrears where the rental period is a yearly. |

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| | | | | <p>If the contract-holder falls into 'serious rent arrears' the landlord may make a possession claim to the court on this ground after 14 days, but no later than 6 months, from the date of the RHW20 notice served.</p> <p>The court must make a possession order if it is satisfied the contract-holder was in serious rent arrears at the time the possession notice was given and also when the possession claim is heard by the court.</p> |
| Repudiatory breach by landlord | F+ | Section 154 of The Act | n/a | <p>This is when a landlord refuses to perform a contract obligation which is so significant as to justify termination. In this case a contract-holder can end an occupation contract by giving up possession of the property (section 154). An example might be where the landlord is required to pay for utility bills under the contract but fails to do so. With no gas or electric the contract-holder is unable to reasonably live in the dwelling and moves out and ends the contract.</p> |
| Retaliatory Eviction | F+ | Section 217 of The Act | n/a | <p>If the contract-holder complains to the landlord about the property conditions and the landlord decides to ignore their obligations and opt to end the contract, this is termed 'retaliatory eviction'.</p> <p>When a landlord tries to issue a 'no fault' possession notice in response to a request to repair, the court can refuse to make the possession order. This will happen if the contract-holder relies on a defence to possession based on the failure of the landlord to meet their obligations relating to repair or FFHH (s. 91 or 92 of The Act) and the court is satisfied that the landlord has made the possession claim to avoid complying with those obligations.</p> <p>If the order is refused, the landlord cannot issue a further 'no fault' possession notice for another 6 months.</p> |
| Abandonment | n/a | Chapter 13 – Abandonment | RHW27- to give notice of landlord intention to end | Note: to use these provisions the Act states the landlord must have noted in the occupation contract that the contract-holder must occupy the dwelling as |

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| | | (sections 220-224) of The Act AND The Renting Homes (Safeguarding Property in Abandoned Dwellings) (Wales) Regulations 2022 | an occupation contract due to abandonment. RHW28 – landlord is ending an occupation contract due to abandonment | <p>his/ her only or principal home. This is not, as standard, written into the model Contract.</p> <p>The Act brings in an easier process for a landlord to take back possession of their rental when they believe it has been abandoned by the contract holder. The landlord must still carry out investigations to satisfy themselves the property is abandoned, but if it has been, they can simply serve a four week warning notice and then a notice on the day to take back control of the property. A landlord does not need to go to court to obtain a court order.</p> <p>If abandonment is by a joint-contract holder (one or more) then different prescribed forms to use: RHW29 - Notice of landlord’s intention to end rights and obligations of a joint contract-holder due to non-occupation and RHW30 - Notice of end of rights and obligations of a joint contract-holder due to non-occupation.</p> |
| Periodic Only: | | | | |
| <p>Contract-holder gives notice on a periodic contract to end contract</p> <p>Contract-holder’s notice</p> <p>Contract-holder’s notice: minimum notice period</p> | F+ | Section 168 of The Act | But RHW23 for landlord if contract-holder stays in occupation after giving notice. | <p>For a periodic contract: The contract-holder may end the contract by giving the landlord at least four weeks’ notice that he or she will give up possession of the dwelling.</p> <p>If the contract-holder continues to live at the dwelling after the date they said in the notice they would give back possession to the landlord, then they can go to court to get the property back. See the section below ‘Termination of Fixed Term Occupation Contracts by a contract-holder’ for this process, which is the same for fixed term contracts with a contract-holder’s break clause.</p> |

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| <p>Landlord seeks possession</p> <p>Landlord's notice</p> <p>Landlord's minimum notice period</p> | F+ | Section 173 of The Act | <p>RHW16 or</p> <p>RHW 17 for a converted contract (but see conversion possession guidance for this process)</p> | <ul style="list-style-type: none"> the minimum notice period to terminate the contract is six months, and the landlord is not able to serve this notice during the first six months of the contract. <p>These two requirements combined have the effect of guaranteeing people a minimum 12-month occupancy from the start of their contract (unless they have breached their contract).</p> <p>Once a landlord serves a section 173 notice and the date of the notice has expired (not less than six months after being issued) the landlord has two months to make a possession order claim to the court. If they fail to seek possession; there is a restriction from serving another section 173 notice for possession for 6 months from the end of the two-month window. The intention is that landlords should not wilfully keep serving possession notices that they do not intend to proceed with, as they hang over contract-holder's and can cause significant stress and concern. This means in practice where a landlord serves a notice and does not action it and then waits to serve another, it will be a minimum of 14 months from the service of the first notice until they can serve a further notice for possession (with 6 months' notice).</p> <p>If a landlord has served a section 173 notice and then changed their mind or noticed a mistake there is a process for this in the Act: If within the first 28 days of serving the section 173 notice:</p> <ul style="list-style-type: none"> the landlord can give the contract-holder a notice to withdraw (RHW19) which comes into effect immediately. The landlord can then serve a new section 173 notice (RHW16) without waiting a further 6 months (section.177(3)). <p>If after 28 days, including the day the landlord served the notice they must give notice (RHW19) to withdraw the section 173 notice and request the contract-holder remains at the dwelling. If the contract-holder objects however, in</p> |

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| | | | | writing and within a reasonable timescale, the initial notice will stay in place. If the landlord does withdraw the notice successfully, they then must wait an additional 6 months before they can serve a possession notice under section 173. |
| Fixed only: | | | | |
| Termination of Fixed Term Occupation Contracts by a contract-holder | n/a | Section 189 to 193 of The Act. | n/a for contract-holder. But RHW23 for landlord if contract-holder stays in occupation after giving notice. | <p>Can only occur if there is a 'contract-holder's break clause' in the fixed term contract. If there is, then the contract-holder must give notice with a minimum of 4 weeks before they intend to give back possession of the dwelling. If the contract-holder continues to live at the dwelling after the date they said in the notice they would give back possession to the landlord, then the landlord can go to court to get the property back. They must:</p> <ul style="list-style-type: none"> • give the contract-holder a possession notice (RHW23 Notice Before Making a Possession Claim) within 2 months of the date which the contract-holder said they would leave, specifying why they intend to make a possession order • Make the possession claim on or after the day, but no later than 6 months after the day on which the landlord gave the contract-holder the possession notice. <p>If after this process the landlord takes the possession order to court and they have followed the process correctly, the court must grant the landlord a possession order.</p> <p>The Act allows the contract-holder, unless the landlord gives a written objection, to change their mind about the date that they intend to leave the contract, if this is done before the date they intended to move out. If they did move out earlier, the landlord could still pursue them for any outstanding rent or other obligations under contract to cover the period after they moved out until the</p> |

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| | | | | date on which they were meant to move out (from their original notice). Equally, if they do not move out on the date they said they would, and then the landlord served a notice and they subsequently moved out, the date they moved out is the date the contract ends. |
| Termination of Fixed Term Occupation Contracts by a contract-holder | n/a | Sections 194-201 of The Act | n/a | <p>A fixed term standard contract cannot be ended by notice from a landlord. The only time it can, is if:</p> <ul style="list-style-type: none"> • The fixed term contract is more than two years, and • The contract has a 'landlord's break clause'. <p>The only time a notice could be used in a contract which has a 'landlord's break clause' for a fixed term less than two years would be where the occupation contract would not be an occupation contract but for a notice under paragraph 3 of Schedule 2 (e.g. holiday accommodation or properties with an owner occupier and a lodger).</p> <p>If landlord is involved with fixed term contracts over two years, or for specific type of tenancies, they should seek independent legal advice and check whether any notices they might need to serve are prescribed by Welsh Government or not.</p> |
| Contract-holder Obligations: | | | | |
| Duty to notify landlord of defect or disrepair | S | Supplementary Reg's (and Model contract) | n/a | Contract-holder must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which they reasonably believe is the landlord's responsibility. |
| Limits on landlord | F+ | Section 96 of The Act | n/a | The Act does not require the landlord: |

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| obligation: contract-holder's fault | | | | <ul style="list-style-type: none"> to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause, or to fix any disrepair if it is due to the act, omission or lack of care from a contract-holder or permitted occupier of the dwelling. <p>Reasonable expense: If repair works would be prohibitively expensive, the landlord could have an excuse not to carry them out. However, this excuse is unlikely to be possible for works such as a re-wire or a new roof, etc, because although they are expensive, they are periodic costs every property has.</p> |
| Rights of permitted occupiers (regarding repair) | F+ | Section 99 of The Act | n/a | A permitted occupier who suffers personal injury, or loss of or damage to personal property, because of the landlord failing to comply with the property condition requirements may enforce it by bringing proceedings in respect of the injury, loss or damage. |
| Contract-holders' obligations at the end of the contract And (Contract-Holders) Duty to take care of the dwelling | S | The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 (and Model Written Statement (MWS)) | n/a | <p>The common law concept that contract-holders must act in a 'tenant like manner' no longer applies to occupation contracts (apart from converted contracts).</p> <p>Obligations relating to taking care of the property on a day-to-day basis (for example unblocking a sink or replacing a fuse) are now covered in supplementary provisions which should be incorporated as a term of contracts. These can only be removed or edited if by agreement between the contract-holder and the landlord.</p> |