

RENTING HOMES (WALES) ACT 2016

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part 9 - Termination Etc. of Occupation Contracts

Chapter 14 – Joint Contract-Holders: Exclusion and Termination

(This Chapter Applies to All Occupation Contracts)

Section 225 – Non-occupation: exclusion by landlord

479. Where the contract requires joint contract-holders to occupy the dwelling as their only or principal home, and the landlord believes that a joint contract-holder is not occupying the dwelling and does not intend to, the landlord can take action to exclude that joint contract-holder from the contract. To do so, the landlord must give the relevant joint contract-holder notice that they do not believe he or she is living in the property, and does not intend to live there in future, and that the landlord will therefore be terminating the joint contract-holder's rights and obligations under the contract. The notice must require the joint contract-holder to contact the landlord in writing within four weeks of the day on which notice was given to confirm that they are occupying, or intend to occupy, the dwelling.
480. During this four-week warning period the landlord must make such inquiries as are necessary to be satisfied that the joint contract-holder is not occupying the property and does not intend to. If, at the end of the warning period, the landlord is satisfied that the joint contract-holder is not living in the dwelling, and does not intend to, the landlord may end the joint contract-holder's rights and obligations under the contract by giving a further notice to the joint contract-holder, copies of which must be provided to the other joint contract-holder(s). The joint contract-holder's rights and obligations under the contract end eight weeks after this second notice is given.