

# RENTING HOMES (WALES) ACT 2016

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## 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.

#### **Section 226 – Remedies for exclusion under Section 225**

481. During the eight week period after the second notice is given and before the joint contract-holder's rights and obligations under the contract are ended under section 225, the joint contract-holder may apply to the court for a remedy on the grounds in subsection (2); for example, the joint contract-holder was occupying the dwelling and had a good reason for not responding to the notice.
482. If the court is satisfied that one of the grounds in subsection (2) is met, it can declare that the notice given under section 225(6) is of no effect and that the joint contract-holder continues to be a party to the contract. The court may also make any further order it thinks fit.

#### **Section 227 – Non-occupation: exclusion by joint contract-holder**

483. Under this section, one joint contract-holder ('C') may act to end the rights and obligations of another joint contract-holder ('J'). This only applies where the contract requires occupation of the dwelling as the only or principal home of J.

484. C may seek to end the rights and obligations of J where C believes that J is not living in the dwelling and does not intend to do so in future. In such circumstances, C must give J notice that they do not believe that J is living in the dwelling, or intends to live there, and that J's rights and obligations under the contract may be ended unless they contact C in writing within four weeks to confirm that they are living, or intend to live, in the dwelling.
485. Copies of this notice must be provided by C to the landlord and any other joint contract-holders. During this four week period C must make such inquiries as are necessary to be satisfied that J is not occupying the dwelling and does not intend to. If, at the end of the four-week period, C is satisfied that J is not living in the dwelling, and does not intend to, C may apply to the court to have J's rights and obligations under the contract ended.
486. Where the court is satisfied that J does not live, and does not intend to live, in the dwelling, it may make an order ending J's rights and obligations under the contract on a specified date, unless J's absence can be attributed to another joint contract-holder breaching the prohibited conduct term of the contract (see section 55, and see also section 230 which sets out what the landlord may do in such situations).

### ***Section 228 – Remedies for exclusion under section 227***

487. J, within six months of the court order being made under section 227, may apply to the court to rescind its order on a ground in subsection (3). The court may rescind its order and reinstate J as a party to the contract, and make any other order it thinks fit.

### ***Section 229 – Power to vary periods of time relating to exclusion of joint contract-holder***

488. The Welsh Ministers may by regulations amend the time periods in sections 225(4) (the warning period relating to exclusion by landlord), 226(1) (period within which a joint contract-holder can seek a remedy from the court following exclusion by landlord), 227(10) (the warning period relating to exclusion by another joint contract-holder), and 228(2) (period within which a joint contract-holder can seek a remedy from the court following exclusion by another joint contract-holder).

### ***Section 230 – Prohibited conduct: exclusion by landlord***

489. A landlord may apply to the court for an order to end the rights and obligations under a contract of a joint contract-holder who the landlord believes is in breach of the term of the contract incorporating section 55 (anti-social behaviour and other prohibited conduct). Before making the application, the landlord must give a notice to the joint contract-holder stating the details of the breach, and that the landlord intends to apply to the court to have the joint contract-holder's rights and obligations under the contract ended. The landlord must also give a notice to the other joint contract-holders informing them that the landlord believes that a breach of the term incorporating section 55 has occurred, though not the details of it, and of the intention to apply for a court order. The application to the court must be made within six months of the notice being given to the joint contract-holder who has allegedly breached the term incorporating section 55. If a court makes the order, the joint contract-holder's rights and obligations end on the date set out in that order.

### ***Section 231 – Termination of occupation contract with joint contract-holders***

490. A contract with joint contract-holders can only be ended by the joint contract-holders acting together.