



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 4

CONDITION OF DWELLING

CHAPTER 2

CONDITION OF DWELLING

(THIS CHAPTER APPLIES TO ALL SECURE CONTRACTS, ALL PERIODIC STANDARD CONTRACTS, AND ALL FIXED TERM STANDARD CONTRACTS MADE FOR A TERM OF LESS THAN SEVEN YEARS)

Limits on landlord's obligations under this Chapter

95 Limits on sections 91 and 92: general

- (1) Section 91(1) does not impose any liability on a landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- (2) Sections 91(1) and 92(1) do not require the landlord—
 - (a) to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or
 - (b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.
- (3) If the dwelling forms part only of a building, sections 91(1) and 92(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.
- (4) Relevant causes are fire, storm, flood or other inevitable accident.

- (5) Section 92(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the contract-holder's enjoyment of—
- (a) the dwelling, or
 - (b) the common parts that the contract-holder is entitled to use under the occupation contract.
- (6) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

96 Limits on sections 91 and 92: contract-holder's fault

- (1) Section 91(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) of the contract-holder or a permitted occupier of the dwelling.
- (2) The landlord is not obliged by section 92(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the dwelling.
- (3) "Lack of care" means a failure to take proper care—
- (a) of the dwelling, or
 - (b) if the dwelling forms part only of a building, of the common parts that the contract-holder is entitled to use under the occupation contract.
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

97 Limits on sections 91 and 92: notice

- (1) The landlord's obligations under sections 91(1)(b) and 92(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
- (2) The landlord complies with the obligations under those provisions if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.
- (3) Subsection (4) applies if—
- (a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
 - (b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with section 91(1) or 92(1) or (2).
- (4) The new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.