



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 9

### TERMINATION ETC. OF OCCUPATION CONTRACTS

#### CHAPTER 14

##### JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

##### *Exclusion of joint contract-holders*

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

- (1) If a joint contract-holder (“C”) believes that another joint contract-holder (“J”) who is required under an occupation contract to occupy the dwelling—
  - (a) does not occupy the dwelling, and
  - (b) does not intend to occupy it,J’s rights and obligations under the contract may be ended in accordance with this section.
- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.
- (3) C must give J notice—
  - (a) stating that C believes that J does not occupy, and does not intend to occupy, the dwelling,
  - (b) requiring J to inform C in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and

- (c) informing J that if at the end of the warning period C is satisfied that J does not occupy, and does not intend to occupy, the dwelling, J's rights and obligations under the contract may be ended.
- (4) C must give a copy of a notice under subsection (3)—
  - (a) to the landlord, and
  - (b) if there are joint contract-holders other than C and J, to each of those other joint contract-holders.
- (5) During the warning period C must make such inquiries as are necessary to satisfy himself or herself that J does not occupy the dwelling and does not intend to occupy it.
- (6) At the end of the warning period C may, if satisfied as described in subsection (5), apply to the court for an order ending J's rights and obligations under the occupation contract.
- (7) If the court is satisfied that J does not occupy, and does not intend to occupy, the dwelling, it may make the order applied for under subsection (6).
- (8) But it may not make the order if the fact that J does not occupy, and does not intend to occupy, the dwelling is attributable to C or another joint contract-holder failing to comply with section 55 (anti-social behaviour and other prohibited conduct).
- (9) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.
- (10) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.