

RENTING HOMES (WALES) ACT 2016

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part 3 - Provisions Applying to All Occupation Contracts

Chapter 9 - Landlord's Consent

Section 84 – Landlord's consent: reasonableness

249. Any request from a contract-holder to do something which requires the landlord's consent must be in writing. A landlord can agree the request (and can agree subject to any reasonable conditions if they wish) or refuse it, although a refusal must not be unreasonable. The landlord has 14 days from the request to ask for further information before making a decision. Any request for further information must not be unreasonable.
250. In deciding whether it is reasonable to withhold consent to the adding of a joint contract holder (see sections 49 and 50), to various forms of 'dealing' with the contract (see section 57 and 58), to a transfer of a secure contract to a potential successor (see sections 114 and 115) or to a transfer of a secure contract to another secure contract-holder (see sections 118 and 119), the circumstances set out in Schedule 6 will also be relevant.
251. Where a landlord does not give or refuse consent within the relevant period (which is the period of one month from the date of the request, or in the event of a landlord requesting more information, one month from the date that information is provided), the landlord is treated as having given unconditional consent. Similarly, if the landlord consents subject to conditions, and the landlord does not give the contract-holder written notice of the conditions at the same time as the consent is given, the landlord is treated as having consented without conditions.
252. Where consent has been refused, or granted subject to certain conditions, a contract-holder may request a written explanation from the landlord of the reasons for the decision. If the explanation is not given within one month of the date that the person requests the explanation, the landlord is treated as having given unconditional consent.