

RENTING HOMES (WALES) ACT 2016

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part 3 - Provisions Applying to All Occupation Contracts

Chapter 2 - Provision of Information

Section 37 – Incorrect statement: contract-holder’s application to court

145. This section deals with the circumstance where the landlord has provided an incorrect written statement of the contract, for instance, where the contract-holder believes that the terms have been incorrectly set out, or terms have been included which were not agreed. The contract-holder may apply to the court seeking a declaration as to the terms of the contract. If the court decides the provision of an incorrect written statement was deliberate, it can order a landlord to pay compensation of up to two month’s rent, plus interest. Under Section 87, the contract-holder may apply to the court for the compensation amount to be increased. Section 88 enables the contract-holder to set off any compensation he or she is owed against rent.
146. The written statement will not be incorrect just because it doesn’t set out a term that has been varied in accordance with the contract if either a written statement or a written notice of the variation has been provided separately by the landlord. However, where a landlord is required to provide a written statement under a term of the contract which incorporates section 31(2) (because the identity of the contract-holder has changed), or a further written statement under a term of the contract which incorporates sections 31(4) to (6), any previously varied terms must be reflected within this written statement.