

RENTING HOMES (WALES) ACT 2016

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 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).