



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 3

### PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

#### CHAPTER 2

##### PROVISION OF INFORMATION

###### *Written statement of contract*

#### **31 Written statement**

- (1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of 14 days starting with the occupation date.
- (2) If there is a change in the identity of the contract-holder under an occupation contract, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with—
  - (a) the day on which the identity of the contract-holder changes, or
  - (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1) or (2).
- (4) The contract-holder may request a further written statement of the contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with—
  - (a) the day of the request, or

(b) if the landlord charges a fee, the day on which the contract-holder pays the fee.

(7) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

### **32 Contents of written statement**

(1) A written statement of an occupation contract must set out the names of the parties to the contract.

(2) It must also set out—

- (a) the terms of the contract addressing key matters in relation to the contract,
- (b) the fundamental terms of the contract,
- (c) the supplementary terms of the contract, and
- (d) any additional terms.

(3) It must identify—

- (a) any fundamental provision applicable to the contract which is not incorporated as a term of the contract because of section 20(1) or 21(2), and
- (b) any supplementary provision applicable to the contract which is not incorporated as a term of the contract because of section 21(2), 24(1) or 25(2).

(4) It must contain explanatory information about such matters as may be prescribed.

### **33 Editorial changes**

(1) The written statement may set out the fundamental and supplementary terms of the occupation contract with editorial changes.

(2) Editorial changes are changes to the wording of a fundamental or supplementary term which do not change the substance of that term in any way; for example, substituting the names of the landlord or contract-holder for references to “the landlord”, “the landlord under an occupation contract”, “the contract-holder”, “the contract-holder under a secure contract” etc.

### **34 Failure to provide a written statement etc.**

(1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the contract-holder may apply to the court for a declaration as to the terms of the contract.

(2) On an application under subsection (1) each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of the contract without modification, unless the contract-holder claims that it was not incorporated or was incorporated with modifications.

(3) If the contract-holder makes a claim of a kind mentioned in subsection (2), the court must determine that claim.

(4) Subsection (3) does not apply if the landlord’s failure to comply with section 31 is attributable to an act or omission of the contract-holder.

(5) The court may—

- (a) attach a statement of the occupation contract to its declaration, or

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- (b) order the landlord to give the contract-holder a written statement of the contract.

### **35 Failure to provide statement: compensation**

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
  - (a) the day on which the landlord gives the contract-holder a written statement of the contract, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement of the contract on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the [Late Payment of Commercial Debts \(Interest\) Act 1998 \(c. 20\)](#) at the end of that day.
- (5) This section does not apply if the landlord's failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (6) The relevant date is the first day of the period before the end of which the landlord was required to give the written statement.

### **36 Incomplete statement**

- (1) If the landlord under an occupation contract provides a written statement of the contract that is incomplete, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) A written statement is incomplete if it does not include everything required to be included by section 32.
- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting—
  - (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
  - (b) if the landlord was required to provide a written statement under section 31(2), with the day on which the landlord gave the new contract-holder the written statement;
  - (c) if the landlord was required to provide a further written statement under section 31(4) to (6), with the first day of the period mentioned in section 31(6).
- (4) Subsection (5) applies if the written statement—
  - (a) does not set out a fundamental provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 20(1) or 21(2), or

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- (b) does not set out a supplementary provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 21(2), 24(1) or 25(2).
- (5) That provision is to be treated as incorporated as a term of the contract without modification unless—
  - (a) section 21 or 25 applies in relation to it, or
  - (b) the contract-holder claims it was not incorporated or was incorporated with modifications.
- (6) If the contract-holder makes a claim of a kind mentioned in subsection (5)(b) the court must determine that claim.
- (7) Subsection (6) does not apply if the omission of the provision or statement is attributable to an act or omission of the contract-holder.
- (8) The court may—
  - (a) attach a written statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a written statement of the contract which is complete.
- (9) If the court is satisfied that the written statement is incomplete because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.
- (10) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

### **37 Incorrect statement: contract-holder's application to court**

- (1) The contract-holder under an occupation contract may apply to the court for a declaration that a written statement of the contract—
  - (a) sets out a term of the contract incorrectly or sets out a term that is of no effect,
  - (b) incorrectly states that because of section 20(1) or 21(2), a fundamental provision applicable to the contract has not been incorporated as a term of the contract,
  - (c) incorrectly states that because of section 21(2), 24(1) or 25(2) a supplementary provision applicable to the contract has not been incorporated as a term of the contract, or
  - (d) sets out a term that is not a term of the contract.
- (2) But a written statement is not incorrect merely because it does not set out a term varied in accordance with the contract or by or as a result of an enactment if—
  - (a) a written statement of the term varied was given in accordance with section 109, 128 or 136, or
  - (b) notice of the variation was given in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6) (variation of secure contracts) or section 123, 124(2) to (4) or 126(1) to (4) (variation of periodic standard contracts),
 unless the statement was given under section 31(2) or (4) after any such variation of a term took effect.

- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting—
  - (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
  - (b) if the landlord was required to provide a written statement under section 31(2), with the day on which the landlord gave the new contract-holder the written statement;
  - (c) if the landlord was required to provide a further written statement under section 31(4) to (6), with the first day of the period mentioned in section 31(6).
- (4) If the court is satisfied that the ground in subsection (1)(a), (1)(b) or (1)(c) is made out, it may make a declaration setting out the correct term.
- (5) If the court is satisfied that the ground in subsection (1)(d) is made out, it may make a declaration that the term is not a term of the contract.
- (6) The court may—
  - (a) attach a written statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a corrected written statement of the contract.
- (7) If the court is satisfied that the written statement is incorrect as described in subsection (1) because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.
- (8) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

### **38 Incorrect statement: landlord's application to court for declaration that contract is a standard contract**

- (1) This section applies if the landlord under an occupation contract is a community landlord and has given the contract-holder—
  - (a) a notice under section 13 (notice of standard contract), but
  - (b) a written statement of the contract that is consistent with a secure contract.
- (2) The landlord may apply to the court for a declaration that the contract is a standard contract.
- (3) The court may not make the declaration if it is satisfied that, at the time the landlord gave the written statement to the contract-holder, it was the intention of the landlord that the contract should be a secure contract.
- (4) If the court makes the declaration each fundamental and supplementary provision applicable to the contract is incorporated as a term of the contract without modification, unless the contract-holder claims it was not incorporated or was incorporated with modifications.
- (5) If the contract-holder makes a claim of a kind mentioned in subsection (4), the court must determine that claim.
- (6) The court may—
  - (a) attach a written statement of the occupation contract to its declaration, or

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- (b) order the landlord to give the contract-holder a corrected written statement of the contract.