
WELSH STATUTORY INSTRUMENTS

2022 No. 22 (W. 10)

HOUSING, WALES

The Renting Homes (Explanatory Information for Written Statements of Occupation Contracts) (Wales) Regulations 2022

Made - - - - - *7 January 2022*

Laid before Senedd Cymru *12 January 2022*

Coming into force in accordance with regulation 1

The Welsh Ministers make the following Regulations in exercise of the powers conferred on them by sections 32(4) and 256(1) of the Renting Homes (Wales) Act 2016⁽¹⁾.

Title and commencement

1. The title of these Regulations is the Renting Homes (Explanatory Information for Written Statements of Occupation Contracts) (Wales) Regulations 2022 and they come into force on the day on which section 239 of the Renting Homes (Wales) Act 2016 comes into force⁽²⁾.

Interpretation

2.—(1) In these Regulations, “the Act” means the Renting Homes (Wales) Act 2016.

(2) The words and expressions used in these Regulations have the same meaning as they have in the Act.

Prescribed matters for which explanatory information must be contained in the written statement of an occupation contract

3. A written statement of an occupation contract must contain explanatory information about the following matters—

- (a) the status of the document (i.e., that it is a written statement of the occupation contract),
- (b) the short title of the Act under which the occupation contract is made,
- (c) the meaning of—
 - (i) “occupation date”, and

⁽¹⁾ 2016 [anaw 1](#). See section 252 for the definition of “prescribed”.

⁽²⁾ Section 239 of the Renting Homes (Wales) Act 2016 will come into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.

- (ii) “key matters”,
- (d) the main features of the following—
 - (i) “fundamental terms”, i.e.—
 - (aa) that these are provisions of the Act or of any other enactment that the Welsh Ministers specify are fundamental terms that are automatically incorporated as terms of the occupation contract;
 - (bb) that some of the fundamental provisions cannot be omitted or modified and must reflect the wording in the Act apart from editorial changes⁽³⁾ and that others, subject to the agreement of the landlord and contract-holder, can be omitted or modified, but only if doing so improves the position of the contract-holder;
 - (cc) that where the contract is a converted contract⁽⁴⁾, once the landlord has given the contract-holder a written statement of occupation contract certain fundamental terms can be omitted or modified as described in paragraph (bb);
 - (ii) “supplementary terms”, i.e.—
 - (aa) that these are provisions set out in regulations made by Welsh Ministers, which are also automatically incorporated, except where the contract is a converted contract, as terms of the occupation contract unless they are omitted or modified as described in paragraph (cc) or (dd);
 - (bb) that where the contract is a converted contract, those supplementary terms that are incompatible with the terms of the contract prior to its conversion to an occupation contract, will not be incorporated into the occupation contract;
 - (cc) that the supplementary terms can be omitted or modified, subject to the agreement of the landlord and contract-holder, either to improve the position of the landlord or the contract-holder, provided that the omission or modification would not make a supplementary term incompatible with a fundamental term;
 - (dd) that where the contract is a converted contract, once the landlord has given the contract-holder a written statement of occupation contract the supplementary terms can be omitted or modified as described in paragraph (cc);
 - (iii) “additional terms”, if included in the occupation contract, i.e.—
 - (aa) that these can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term;
 - (bb) that these are agreed by the landlord and contract-holder;
 - (cc) that where the contract is a converted contract, these are existing terms of the contract, which were agreed by the contract-holder and the landlord and included in the contract prior to the conversion to an occupation contract, which would continue to have effect except where they are incompatible with a fundamental provision incorporated as a term of the occupation contract,

⁽³⁾ See section 33 of the Act.

⁽⁴⁾ See paragraph 1(1) of Schedule 12 to the Act for the definition of “converted contract”.

- (e) that if any fundamental or supplementary provisions have not been incorporated as terms of the occupation contract, the method by which these are identified in the written statement⁽⁵⁾,
- (f) that the written statement of the occupation contract must be given to the contract-holder within—
 - (i) 14 days of the occupation date⁽⁶⁾;
 - (ii) where the contract is a converted contract, within six months of the date the contract converted to an occupation contract⁽⁷⁾,
- (g) that for each day that the written statement of the occupation contract is late, the landlord may be liable to pay the contract-holder compensation equivalent to a day's rent for each day the written statement is not provided, up to a maximum of two months' rent unless the landlord's failure to provide a written statement was intentional⁽⁸⁾,
- (h) that the written statement of the occupation contract can be provided electronically if the contract-holder has agreed to receive the written statement in an electronic form⁽⁹⁾,
- (i) that the written statement of the occupation contract sets out the rights and responsibilities of the contract-holder and the landlord,
- (j) that the contract-holder should read the terms of the written statement of the occupation contract to ensure they fully understand them, and they are content they reflect the modifications to terms or additional terms agreed between the contract-holder and landlord,
- (k) that the contract-holder should keep the written statement of the occupation contract safe as they may need to refer to it in the future,
- (l) that more information about occupation contracts, including dispute resolution, can be found—
 - (i) on the website provided by the Welsh Government,
 - (ii) from advice agencies such as the Citizens Advice Bureau or Shelter Cymru, or
 - (iii) from independent legal advisors,
- (m) that disputes regarding the terms of the occupation contract may be determined in the county court,
- (n) that if a contract-holder has an issue with the dwelling they should first contact their landlord to try and resolve it but if this is not successful then advice agencies, such as the Citizens Advice Bureau or Shelter Cymru or independent legal advisors, may be able to assist,
- (o) that any additional term, or modification to a supplementary term, that is incorporated in the occupation contract is not binding on the contract-holder if it is an unfair term under section 62 (requirement for contract terms and notices to be fair) of the Consumer Rights Act 2015⁽¹⁰⁾,
- (p) that the contract-holder cannot be evicted without a court order, unless they abandon the dwelling,
- (q) that the contract-holder has important rights relating to how they can use the dwelling, although some of these rights are subject to obtaining the landlord's consent,

⁽⁵⁾ See also section 32(3) of the Act.

⁽⁶⁾ See section 31 of the Act.

⁽⁷⁾ See paragraph 11(1) of Schedule 12 - which deals with the conversion of tenancies and licences that existed before the commencement of Chapter 3 of Part 10 of the Act.

⁽⁸⁾ See sections 34, 35 and 87 of the Act.

⁽⁹⁾ See sections 236 and 237 of the Act.

⁽¹⁰⁾ 2015 c. 15.

- (r) that the contract-holder can be held responsible for any anti-social behaviour or other prohibited conduct⁽¹¹⁾ of anyone who lives in or visits the dwelling,
- (s) anti-social behaviour or other prohibited conduct can include—
 - (i) excessive noise,
 - (ii) verbal abuse,
 - (iii) physical assault, and
 - (iv) domestic abuse (including physical, sexual, psychological, emotional or financial abuse),
- (t) that a succession right may apply to someone who lives in the dwelling with the contract-holder,
- (u) that the contract-holder must not allow the dwelling to become overcrowded by permitting more persons to live in the dwelling than the maximum number allowed, and
- (v) that Part 10 of the Housing Act 1985 (overcrowding)⁽¹²⁾ provides the basis for determining the maximum number of people permitted to live in the dwelling.

Further prescribed matters for which explanatory information must be provided for specific types of written statement of occupation contract

4. Regulations 5 to 9 prescribe the explanatory information which must be contained in the written statement of specified types of occupation contract.

Periodic standard contract

5. In relation to a periodic standard contract, in addition to the matters prescribed in regulation 3, a written statement of the occupation contract must contain explanatory information about the following matters—

- (a) that the contract-holder's contract is periodic and continues from one rental period to the next (typically monthly, weekly or quarterly);
- (b) that before a court can make a possession order, the landlord must demonstrate that all the correct procedures have been followed and that at least one of the following is satisfied—
 - (i) the contract-holder has broken one or more terms of the occupation contract (which include, failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict them;
 - (ii) the contract-holder is in serious rent arrears (for example where the rental period is a month, at least two months' rent is unpaid);
 - (iii) the landlord needs to move the contract-holder and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them;
 - (iv) where the occupation contract incorporates section 173 (landlord's notice) of the Act as a term of the occupation contract, the landlord has given the contract-holder notice under section 173 of the Act that they must give up possession on a specified date in the notice and the landlord also must demonstrate—

⁽¹¹⁾ Section 55 (anti-social behaviour and other prohibited conduct) of the Act.

⁽¹²⁾ 1985 c. 68, section 325 was amended by S.I. 2019/1458; there are other amending instruments but none that are relevant to these Regulations.

- (aa) no restrictions on giving notice under section 173 of the Act apply, including the restrictions set out in section 75 (other consequences of operating unlicensed HMOs: restriction on terminating tenancies) and section 98 (other consequences of operating unlicensed houses: restriction on terminating tenancies) of the Housing Act 2004(13) and section 44 (restriction on terminating tenancies) of the Housing (Wales) Act 2014(14)),
- (bb) the contract-holder was given at least six months' notice that they must give up possession and the notice must not have been issued in the first six months of the occupation date of the contract, except where the contract is within Schedule 8A(15) or Schedule 9(16) to the Act, and
- (cc) where the contract is within Schedule 8A to the Act, the contract-holder was given at least two months' notice that they must give up possession.

Introductory standard contract and prohibited conduct standard contract

6. In relation to an introductory standard contract or a prohibited conduct standard contract, in addition to the matters prescribed in regulations 3 and 5, a written statement of the occupation contract must contain explanatory information about the following matter: that unless the occupation contract is extended or otherwise terminated, at the end of the period for which it is made, the contract will become a secure contract.

Supported standard contract

7. In relation to a supported standard contract, in addition to the matters prescribed in regulations 3 and 5, a written statement of the occupation contract must contain explanatory information about the following matter: that the contract-holder can be temporarily excluded from the dwelling if they—

- (a) are violent towards another person in the dwelling,
- (b) do something in the dwelling that creates a risk of significant harm to any person, or
- (c) behave in a way which seriously impedes the ability of another resident of supported accommodation to benefit from support provided in connection with that accommodation.

Fixed term standard contract

8. In relation to a fixed term standard contract, in addition to the matters prescribed in regulation 3, a written statement of the occupation contract must contain explanatory information about the following matters—

- (a) that the contract-holder's contract is for a fixed term standard contract and it lasts for a specified period of time agreed between the contract-holder and the landlord;
- (b) that before a court can make a possession order, the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied—
 - (i) the contract-holder has broken one or more terms of the contract (which include failure to pay rent, engaging in or threatening to engage in anti-social behaviour or

(13) 2004 c. 34.

(14) 2014 anaw 7.

(15) Schedule 8A sets out the standard contracts which can be terminated on two months' notice under section 173 (landlord's notice) or a landlord's break clause. Schedule 8A was inserted by section 3 of, and Schedule 1 to, the Renting Homes (Amendment) (Wales) Act 2021 (asc 3).

(16) Schedule 9 sets out the standard contracts to which limits in section 175 (restriction on section 173: notice may not be given until after the first six months of occupation) and section 196 (restriction on use of the landlord's break clause until after the first 18 months of occupation) do not apply.

- other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict them;
- (ii) the contract-holder is in serious rent arrears (for example where the rental period is a month, at least two months' rent is unpaid);
 - (iii) the landlord needs to move the contract-holder, and one of the estate management grounds under section 160 of the Act applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them;
 - (iv) where the contract is within Schedule 9B(17) to the Act, the contract-holder was given at least two months' notice that they must give up possession under section 186 (landlord's notice in connection with end of term of contract within Schedule 9B) of the Act;
 - (v) where the occupation contract incorporates section 194 (landlord's break clause) of the Act as a term of the occupation contract, the landlord has given the contract-holder notice under section 194 of the Act that they must give up possession on a date specified in that notice and the landlord also must demonstrate that—
 - (aa) no restrictions on giving notice under section 194 of the Act apply;
 - (bb) the contract-holder was given at least six months' notice that they must give up possession the notice was given at least 18 months after the occupation date, and the fixed term of the contract was for at least two years, except where the occupation contract is standard contract within Schedule 8A, Schedule 9 or Schedule 9C(18) to the Act;
 - (cc) where the occupation contract is within Schedule 8A to the Act, contract-holder was given at least two months' notice that they must give up possession;
 - (dd) where the occupation contract is within either Schedule 8A, Schedule 9 or Schedule 9C or any combination of these Schedules to the Act, the contract-holder was given the relevant notice that they must give up possession; and for the purposes of this paragraph, the "relevant notice" is the notice that is applicable to the type of occupation contract having regards to any restrictions that apply to that particular type of occupation contract;
 - (c) that if the contract-holder remains in occupation after the end of the term, the landlord and contract-holder are to be treated as having made a new periodic standard contract in relation to the dwelling.

Secure contract

9. In relation to a secure contract in addition to the matters prescribed in regulation 3, a written statement of the occupation contract must contain explanatory information about the following matters—

- (a) that before a court can make a possession order, the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied—
 - (i) the contract-holder has broken one or more terms of the contract (which include, failure to pay rent, engaging in or threatening to engage in anti-social behaviour or

(17) Schedule 9B sets out the fixed term contracts which can be terminated under section 186 (landlord's notice in connection with end of term of contract within Schedule 9B). Schedule 9B was inserted by section 10 of, and Schedule 3 to, the Renting Homes (Amendment) (Wales) Act 2021.

(18) Schedule 9C sets out the fixed term contracts which may be terminated under section 194 (landlord's break clause) even if the occupation contract is made for a term of less than two years. Schedule 9C was inserted by section 11 of, and Schedule 4 to, the Renting Homes (Amendment) (Wales) Act 2021.

- other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict them;
- (ii) the landlord needs to move the contract-holder, and one of the estate management grounds apply under section 160 of the Act applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them;
- (b) that the contract-holder's secure contract is periodic and continues from one rental period to the next (as referred to in the key matters within the written statement).

7 January 2022

Julie James
Minister for Climate Change, one of the Welsh
Ministers

EXPLANATORY NOTE

(This note is not part of the Regulations)

Section 32 of the Renting Homes (Wales) Act 2016 (anaw 1) (“the Act”) specifies the information and terms that must be contained in a written statement of an occupation contract.

Section 32(4) of the Act provides that a written statement of an occupation contract must also contain explanatory information about such matters as may be prescribed and these Regulations prescribe that explanatory information.

Regulations 3 and 5 to 9 prescribe the matters which must be contained in the written statement of the relevant occupation contract including converted contracts (see paragraph 1(1) of Schedule 12 to the Act for the definition of “converted contract”).

Regulation 3 applies to all occupation contracts.

Regulation 5 applies to periodic standard contracts.

Regulation 6 applies to introductory standard contracts and prohibited conduct standard contracts.

Regulation 7 applies to supported standard contracts.

Regulation 8 applies to fixed term standard contracts.

Regulation 9 applies to secure contracts.

The Welsh Ministers’ Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, a regulatory impact assessment has been prepared as to the likely costs and benefits of complying with these Regulations. A copy can be obtained from the Housing Policy Division, Welsh Government, Cathays Park Cardiff, CF10 3NQ.