

RENTING HOMES (WALES) ACT 2016

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part 3 - Provisions Applying to All Occupation Contracts

Chapter 5 - Joint Contract-Holders and Joint Landlords

Section 50 - Adding a joint contract-holder: landlord's consent

164. A landlord is able to refuse a contract-holder's request to add a new contract-holder to the contract (made under a term of the contract that incorporates section 49 without modification), provided their reasons for refusing are reasonable. Alternatively, a landlord can consent subject to conditions (provided the conditions are reasonable). Section 84 sets out how requests for consent are to be made and dealt with.
165. Under section 50, what is reasonable for the landlord to take into account when considering whether to grant consent is to be determined in accordance with Schedule 6 (and see in particular paragraph 9).
166. [Schedule 6](#) sets out certain circumstances that must be considered, if relevant. For example a relevant circumstance might be whether the person the contract-holder wishes to add as a joint contract-holder has been a contract-holder previously and, if so, whether they complied with the occupation contract to which they were a party.
167. [Paragraph 10](#) of Schedule 6 enables the landlord to make it a condition of consent that, if the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, the joint contract-holder is to be treated as a priority successor or as a reserve successor in relation to the occupation contract (see notes on sections 74 to 77 for an explanation of what a 'priority successor' and 'reserve successor' is).