



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 3

PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

CHAPTER 5

JOINT CONTRACT-HOLDERS AND JOINT LANDLORDS

Joint contract-holders

48 Joint contract-holders: joint liability etc.

- (1) If there are two or more joint contract-holders under an occupation contract, each joint contract-holder is fully liable to the landlord for the performance of every obligation owed to the landlord under the contract.
- (2) References in this Act to the contract-holder, except where otherwise provided, are to the joint contract-holders.
- (3) Subsection (2) applies even if the occupation contract is a tenancy and the leasehold estate is vested in one or more, but not all, of the joint contract-holders.

49 Adding a joint contract-holder

- (1) The contract-holder under an occupation contract and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.
- (2) If a person is made a joint contract-holder under this section he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under the contract from the day on which he or she becomes a joint contract-holder.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

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

Where a landlord refuses consent or consents subject to conditions to adding a joint contract-holder under section 49, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

51 Adding a joint contract-holder: formalities

- (1) The addition of a joint contract-holder under an occupation contract may be effected only by a document signed or executed by each of the parties to the transaction.
- (2) If the contract requires the landlord's consent to the addition, the document must also be signed or executed by the landlord.
- (3) But subsection (2) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).

Joint contract-holders: survivorship

52 Joint contract-holder ceasing to be a party to the occupation contract

- (1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are—
 - (a) fully entitled to all the rights under the contract, and
 - (b) liable to perform fully every obligation owed to the landlord under the contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- (3) Nothing in subsection (1) or (2) removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- (4) This section does not apply where a joint contract-holder ceases to be a party to the contract because his or her rights and obligations under the contract are transferred in accordance with the contract.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

Joint landlords

53 Joint landlords

- (1) This section applies if two or more persons jointly constitute the landlord under an occupation contract.
- (2) Each of them is fully liable to the contract-holder for the performance of every obligation owed to the contract-holder under the contract.

- (3) References in this Act to the landlord are to the persons who jointly constitute the landlord.