



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 9

### TERMINATION ETC. OF OCCUPATION CONTRACTS

#### CHAPTER 13

##### ABANDONMENT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

#### **220 Possession of abandoned dwellings**

- (1) If the landlord under a relevant occupation contract believes that the contract-holder has abandoned the dwelling, the landlord may recover possession of the dwelling in accordance with this section.
- (2) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home.
- (3) The landlord must give the contract-holder notice—
  - (a) stating that the landlord believes that the contract-holder has abandoned the dwelling,
  - (b) requiring the contract-holder to inform the landlord in writing before the end of the warning period if the contract-holder has not abandoned the dwelling, and
  - (c) informing the contract-holder of the landlord's intention to end the contract if at the end of the warning period the landlord is satisfied that the contract-holder has abandoned the dwelling.
- (4) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that the contract-holder has abandoned the dwelling.

*Status: This is the original version (as it was originally enacted).*

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- (5) At the end of the warning period the landlord may, if satisfied as described in subsection (4), end the contract by giving the contract-holder a notice.
- (6) The contract ends when the notice under subsection (5) is given to the contract-holder.
- (7) If an occupation contract is ended under this section the landlord may recover possession of the dwelling without court proceedings.
- (8) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to the contract-holder.
- (9) The landlord must give a copy of a notice under subsection (3) and a copy of a notice under subsection (5) to any lodger or sub-holder of the contract-holder.