



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 9

TERMINATION ETC. OF OCCUPATION CONTRACTS

CHAPTER 14

JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

Exclusion of joint contract-holders

225 Non-occupation: exclusion by landlord

- (1) If the landlord under an occupation contract believes that a joint contract-holder who is required to occupy the dwelling (“J”)—
 - (a) does not occupy the dwelling, and
 - (b) does not intend to occupy it,the landlord may end J’s rights and obligations in accordance with this section.
- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.
- (3) The landlord must give J notice—
 - (a) stating that the landlord believes that J does not occupy, and does not intend to occupy, the dwelling,
 - (b) requiring J to inform the landlord in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and

- (c) informing J of the landlord’s intention to end J’s rights and obligations under the contract if at the end of the warning period the landlord is satisfied that J does not occupy, and does not intend to occupy, the dwelling.
- (4) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.
- (5) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that J does not occupy the dwelling and does not intend to occupy it.
- (6) At the end of the warning period the landlord may, if satisfied as described in subsection (5), end J’s rights and obligations under the contract by giving him or her a notice.
- (7) J ceases to be a party to the contract at the end of the period of eight weeks starting with the day on which he or she is given notice under subsection (6).
- (8) The landlord must give a copy of a notice under subsection (3) and (if one was given to J) a copy of a notice under subsection (6) to each of the other joint contract-holders.

226 Remedies for exclusion under section 225

- (1) J may, before the end of the period of eight weeks starting with the day on which he or she is given notice under section 225(6), apply to the court on a ground in subsection (2) for a declaration under subsection (3).
- (2) The grounds are—
 - (a) that the landlord failed to give notice under section 225(3) or failed to make the inquiries required by section 225(5);
 - (b) that J occupied, or intended to occupy, the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 225(3);
 - (c) that when the landlord gave the notice to J under section 225(6) the landlord did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.
- (3) If the court finds that one or more of the grounds are made out it may—
 - (a) make a declaration that the notice under section 225(6) is of no effect and that J continues to be a party to the contract, and
 - (b) make such further order as it thinks fit.

227 Non-occupation: exclusion by joint contract-holder

- (1) If a joint contract-holder (“C”) believes that another joint contract-holder (“J”) who is required under an occupation contract to occupy the dwelling—
 - (a) does not occupy the dwelling, and
 - (b) does not intend to occupy it,
 J’s rights and obligations under the contract may be ended in accordance with this section.
- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.

- (3) C must give J notice—
 - (a) stating that C believes that J does not occupy, and does not intend to occupy, the dwelling,
 - (b) requiring J to inform C in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and
 - (c) informing J that if at the end of the warning period C is satisfied that J does not occupy, and does not intend to occupy, the dwelling, J's rights and obligations under the contract may be ended.
- (4) C must give a copy of a notice under subsection (3)—
 - (a) to the landlord, and
 - (b) if there are joint contract-holders other than C and J, to each of those other joint contract-holders.
- (5) During the warning period C must make such inquiries as are necessary to satisfy himself or herself that J does not occupy the dwelling and does not intend to occupy it.
- (6) At the end of the warning period C may, if satisfied as described in subsection (5), apply to the court for an order ending J's rights and obligations under the occupation contract.
- (7) If the court is satisfied that J does not occupy, and does not intend to occupy, the dwelling, it may make the order applied for under subsection (6).
- (8) But it may not make the order if the fact that J does not occupy, and does not intend to occupy, the dwelling is attributable to C or another joint contract-holder failing to comply with section 55 (anti-social behaviour and other prohibited conduct).
- (9) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.
- (10) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.

228 Remedies for exclusion under section 227

- (1) Subsection (2) applies if the court makes an order under section 227(7) ending J's rights and obligations under the occupation contract.
- (2) J may, before the end of the period of six months starting with the day on which the order is made, apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).
- (3) The grounds are—
 - (a) that C failed to give notice under section 227(3) or failed to make the inquiries required by section 227(5);
 - (b) that J occupied or intended to occupy the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 227(3);
 - (c) that when C applied to the court he or she did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.
- (4) If the court finds that one or more of the grounds is made out it may—

- (a) by order rescind its order under section 227, and declare that J continues to be a party to the occupation contract, and
- (b) make such further order as it thinks fit.

229 Power to vary periods of time relating to exclusion of joint contract-holder

The Welsh Ministers may by regulations—

- (a) amend section 225(4) by substituting a different period of time for the period for the time being referred to;
- (b) amend section 226(1) by substituting a different period of time for the period for the time being referred to;
- (c) amend section 227(10) by substituting a different period of time for the period for the time being referred to;
- (d) amend section 228(2) by substituting a different period of time for the period for the time being referred to.

230 Prohibited conduct: exclusion by landlord

- (1) If the landlord under an occupation contract believes that a joint contract-holder (“J”) is in breach of section 55 (anti-social behaviour and other prohibited conduct), J’s rights and obligations under the contract may be ended in accordance with this section.
- (2) The landlord must give J a notice—
 - (a) stating that the landlord believes that J is in breach of section 55,
 - (b) specifying particulars of the breach, and
 - (c) stating that the landlord will apply to the court for an order ending J’s rights and obligations under the contract.
- (3) The landlord must give a notice to the other joint contract-holders stating that the landlord—
 - (a) believes that J is in breach of section 55, and
 - (b) will apply to the court for an order ending J’s rights and obligations under the contract.
- (4) The landlord may apply to the court for an order ending J’s rights and obligations under the contract at any time before the end of the period of six months starting with the day on which the landlord gives J the notice under subsection (2).
- (5) The court may make such an order if it would have made an order for possession against J, had the circumstances been those mentioned in subsection (6).
- (6) The circumstances are that—
 - (a) J was the sole contract-holder under the contract, and
 - (b) the landlord had made a possession claim against J on the ground that J was in breach of section 55.
- (7) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.

Termination

231 Termination of occupation contract with joint contract-holders

- (1) If there are joint contract-holders under an occupation contract, the contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.