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Llywodraeth Cymru
Welsh Government

Welsh Government
Consultation Document

Renting Homes (Wales) Act 2016 – Regulations relating to Supplementary Provisions.

Date of issue: 23 July 2018

Action required: Responses by 14 October 2018

Mae'r ddogfen yma hefyd ar gael yn Gymraeg.
This document is also available in Welsh.

Overview

This consultation is seeking your views on two sets of draft Regulations being made under section 23 of the Renting Homes (Wales) Act 2016. These are:

- The draft Renting Homes (Supplementary Provisions) (Wales) Regulations; and
- The draft Renting Homes (Supported Standard Contracts) (Supplementary Provisions) (Wales) Regulations

How to respond

Please respond on this consultation by answering the questions at the end of this document. Responses can be submitted in a number of ways.

Online: <https://beta.gov.wales/renting-homes-wales-act-2016-regulations-relating-supplementary-provisions>

Email: rentinghomes@gov.wales

Post: Renting Homes Team
Housing Policy Division
Ground Floor, West Core
Welsh Government
Cathays Park
Cardiff
CF10 3NQ

When responding, please state whether you are responding as an individual or are representing the views of an organisation.

Further information and related documents

Large print, Braille and alternative language versions of this document are available on request.

Contact details

Renting Homes Team
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Ground Floor, West Core
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General Data Protection Regulation (GDPR)

The Welsh Government will be data controller for any personal data you provide as part of your response to the consultation. Welsh Ministers have statutory powers they will rely on to process this personal data which will enable them to make informed decisions about how they exercise their public functions. Any response you send us will be seen in full by Welsh Government staff dealing with the issues which this consultation is about or planning future consultations. Where the Welsh Government undertakes further analysis of consultation responses then this work may be commissioned to be carried out by an accredited third party (e.g. a research organisation or a consultancy company). Any such work will only be undertaken under contract. Welsh Government's standard terms and conditions for such contracts set out strict requirements for the processing and safekeeping of personal data.

In order to show that the consultation was carried out properly, the Welsh Government intends to publish a summary of the responses to this document. We may also publish responses in full. Normally, the name and address (or part of the address) of the person or organisation who sent the response are published with the response. If you do not want your name or address published, please tell us this in writing when you send your response. We will then redact them before publishing.

You should also be aware of our responsibilities under Freedom of Information legislation.

If your details are published as part of the consultation response then these published reports will be retained indefinitely. Any of your data held otherwise by Welsh Government will be kept for no more than three years.

Your rights

Under the data protection legislation, you have the right:

- to be informed of the personal data holds about you and to access it
- to require us to rectify inaccuracies in that data
- to (in certain circumstances) object to or restrict processing
- for (in certain circumstances) your data to be 'erased'
- to (in certain circumstances) data portability
- to lodge a complaint with the Information Commissioner's Office (ICO) who is our independent regulator for data protection.

For further details about the information the Welsh Government holds and its use, or if you want to exercise your rights under the GDPR, please see contact details below:

Data Protection Officer:
Welsh Government
Cathays Park
CARDIFF
CF10 3NQ

e-mail:

Data.ProtectionOfficer@gov.wales

The contact details for the Information Commissioner's Office are:

Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AF

Tel: 01625 545 745 or
0303 123 1113

Website: <https://ico.org.uk/>

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Chapter 1: Introduction and Background

The Renting Homes (Wales) Act 2016 ('the Act') will make it simpler and easier to rent a home in Wales, replacing various and complex pieces of existing legislation with one clear legal framework. The new 'occupation contracts' will replace current residential tenancies and licenses, making the rights and obligations of both landlord and contract-holder much clearer. Central to this is the requirement, under section 31 of the Act, for a landlord to provide a 'written statement' of the occupation contract to the tenant or licensee, referred to in the Act as the contract-holder.

The written statement sets out the terms of the occupation contract for the dwelling being rented. A landlord is required to provide a written statement of the contract to the contract-holder no later than 14 days after occupation.

There are two principle types of occupation contract:

- Secure contracts – modelled on the current secure tenancy issued by local authorities. This will be the default contract issued by community landlords (housing associations and local authorities).
- Standard contracts - modelled on the current assured shorthold tenancy. These are the default contract issued by private landlords.

The Act provides for a number of types of standard contract depending on the type of occupation. The two main types of standard contract will be those expected to be used, predominantly, by private landlords:

- Fixed term standard contracts (for a set period such as one or two years); and
- Periodic standard contracts (rolling contracts, for example running from week to week or month to month depending on the rental periods, and which may automatically follow a fixed term standard contract).

The Act also provides for different versions of the periodic standard contract, for use by a community landlords or, in certain instances, registered charities to address particular circumstances:

- Introductory standard contract (used for the first 12 months of occupation)
- Prohibited conduct standard contract (used to address serious cases of anti-social behaviour)
- Supported standard contract (a contract for use within supported accommodation).

The table below shows which part of the draft Renting Homes (Supplementary Provisions) (Wales) Regulations, as set out in Chapter 3, apply to particular kinds of contract.

Renting Homes (Supplementary Provisions) (Wales) Regulations						
	Secure Contract	Periodic Standard Contract	Fixed Term Standard Contract (<7 years)	Fixed Term Standard Contract (7+ years)	Introductory Standard Contract	Prohibited Conduct Standard Contract
Part 2	•	•	•	•	•	•
Part 3	•	•	•		•	•
Part 4	•	•			•	•
Part 5	•				•	•
Part 6		•	•	•		
Part 7				•		
Part 8		•	•	•	•	•

The supplementary provisions applicable to supported standard contracts are set out separately in the draft Renting Homes (Supported Standard Contracts) (Supplementary Provisions) (Wales) Regulations (see Chapter 4).

Model Contracts

To help landlords comply with the requirement to issue a written statement, the Welsh Government will make model contracts freely available (a separate consultation will take place regarding the model contracts). While landlords can draw up their own contracts, rather than use the model contracts, they will need to include certain terms based either on provisions set out in the Act or in secondary legislation made under the Act.

Contractual Terms

Occupation contracts will comprise four different classes of term, as set out below.

Key Matters

The key matters are those which are specific to each occupation contract. They are the name and address of the landlord and contract-holder, the address of the dwelling to which the occupation contract relates, the amount of rent or other consideration and the rental periods.

Fundamental terms

These terms are set out in the Act as fundamental provisions, and are referred to as fundamental terms once they are incorporated into occupation contracts. They deal with the essential rights and obligations of landlords and contract-holders. For example, section 92 of the Act (Landlord's obligation to keep a dwelling in repair) makes provision requiring the landlord to keep in repair the exterior and service installations of the dwelling.

Schedule 1 to the Act provides an overview of all the fundamental provisions within the Act and how these are incorporated into an occupation contract as fundamental terms. This is replicated at Annex A for ease of reference.

Supplementary terms

Section 23 of the Act provides a power for Welsh Ministers to prescribe supplementary provisions, which become incorporated into occupation contracts as supplementary terms.

Supplementary terms deal with more practical matters which help to make the contract work, such as a term requiring the contract-holder to pay the rent on the agreed dates and to look after the dwelling. When drawing up the contract, the landlord and contract-holder can agree to modify or omit any of the supplementary terms.

This consultation is seeking your views on:

- the draft Renting Homes (Supplementary Provisions) (Wales) Regulations (see Chapter 3)
- the draft Renting Homes (Supported Standard Contracts) (Supplementary Provisions) (Wales) Regulations (see Chapter 4)

Additional terms

These are not terms set out in legislation (i.e. either the Act or Regulations made under the Act), but rather terms agreed between the landlord and contract holder. Additional terms will often be included in an occupation contract to address specific issues, for example, an agreement for the contract-holder to maintain the garden.

Chapter 2: Supplementary Terms

The draft Renting Homes (Supplementary Provisions) (Wales) Regulations

The draft Renting Homes (Supplementary Provisions) (Wales) Regulations (see Chapter 3) set out all of the proposed supplementary provisions applicable to secure and standard contracts (other than supported standard contracts, for which see Chapter 4). The Act allows for the non-incorporation, modification and variation of supplementary provisions as supplementary terms within the occupation contract.

Non-incorporation and modification

A landlord and contract-holder may agree not to include a supplementary term within a contract, or change the term before it is included. For example, the draft provision in regulation 31(5)(a) requires the contract-holder to regularly check the burglar alarm is operational and not change the alarm code. Where no burglar alarm is present at the dwelling, it would be sensible for the landlord and contract-holder to agree not to include this as a term. However, if an alarm is present, and the landlord and contract-holder agree the code should be changed only at the start of the occupation contract, the term can be modified to reflect this before being inserted within the occupation contract.

Variation

A supplementary term may be changed some time after the occupation contract has begun. This is called a variation. The ability to change a term of the contract is important, particularly where the dwelling has been occupied for a long time. The variation of a supplementary term can happen in one of two ways, either by agreement between the landlord and contract-holder, or following notice from the landlord. An agreement to vary a supplementary term can be reached at any time between the landlord and contract-holder. This applies to all forms of occupation contract.

Regarding the notice procedure, under a periodic standard contract the landlord may give a notice to the contract-holder informing them that they intend to vary the term. The notice from the landlord must set out the nature of the variation and the date from which it will become effective, which cannot be less than two months from the date of the notice. However, a landlord may not issue a notice to vary a supplementary term:

- within the first four months of the occupation contract (sections 126 and 175 of the Act);
- if the written statement of the contract or landlord contact details have not been provided (sections 126 and 176); or
- if the security or deposit protection requirements have not been complied with (sections 126 and 177).

Similar arrangements apply to variation of a supplementary term under secure contracts. However, under secure contracts a landlord must first issue a

preliminary notice to the contract-holder stating they intend to issue a notice of variation. Under this preliminary notice, the contract-holder must be given a reasonable period to respond to the proposed variation of the supplementary term. Following this, the landlord may issue a notice of variation setting out how the term will be varied and from when it will become effective, which cannot be less than one month from the date of the notice.

Regardless of the type of occupation contract, consideration must be given to the application of the Consumer Rights Act 2015 to terms of occupation contracts and the requirement that they are fair.

Incorporating supplementary provisions into occupation contracts as supplementary terms

The Welsh Government, under section 29 of the Act, will be issuing model written statements of occupation contracts ('model contracts'). These model contracts, which will be the subject of a separate consultation, will incorporate the fundamental and supplementary provisions as contractual terms. However, the wording of the supplementary terms is expected to be very similar to that of the supplementary provisions set out in these Regulations. For example, regulation 17 states:

- In the event of there being a joint contract-holder who wishes to withdraw from the occupation contract that person must give at least one month's notice to the landlord.

Reflecting this provision, the wording of the supplementary term in the contract could read:

- A joint contract-holder who wishes to withdraw from the occupation contract must give the landlord at least one month's notice

In addition, in some cases one provision may provide for more than one term. For example, regulation 7 states.

Subject to paragraph (2) and the fundamental and supplementary terms, incorporated, as applicable, in occupation contracts under sections 18 and 49 (joint contract-holders) of the Act and regulations 3 and [36] (lodgers), the contract-holder may decide who and how many other people will be permitted to live at the dwelling.

- (1) Neither the landlord nor the contract-holder may cause or allow the dwelling to become overcrowded within the meaning of Part 10 of the Housing Act 1985.
- (2) The landlord must, upon request of the contract-holder, provide the contract-holder with details of the maximum number of occupiers allowed in the dwelling in accordance with Part 10 of the Housing Act 1985.

Reflecting this provision, the wording of the supplementary term in the contract could read:

- Apart from lodgers, sub-holders, and joint contract-holders, the contract-holder may decide how many other people will be permitted to live at the dwelling and who they shall be.
- The contract-holder may not cause or allow the dwelling to become overcrowded within the meaning of Part 10 of the Housing Act 1985.
- The landlord, if requested by the contract-holder, must provide details of the maximum number of occupiers permitted at the dwelling under Part 10 of the Housing Act 1985.

The Renting Homes (Supported Standard Contracts) (Supplementary Provisions) (Wales) Regulations

The supported standard contract is based closely upon the periodic standard occupation contract. However, it is proposed to make separate provision on supplementary provisions applicable to supported standard contracts due to the specialist nature of these contracts, being used only in relation to supported accommodation.

Similarly, the drafting of the supplementary terms themselves will follow this consultation on supplementary provisions. However, the wording of the supplementary terms will be very similar to that of various supplementary provisions set out in the Renting Homes (Supplementary Provisions) (Wales) Regulations.

Chapter 3: The Renting Homes (Supplementary Provisions) (Wales) Regulations

W E L S H S T A T U T O R Y I N S T R U M E N T S

2018 No. (W.)

HOUSING, WALES

The Renting Homes (Supplementary Provisions) (Wales) Regulations

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations set out the supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Renting Homes (Wales) Act 2016, incorporated into occupation contracts as supplementary terms.

Regulations [] to [] in Part 2 set out supplementary provisions applying to all occupation contracts.

Regulations [] and [] in Part 3 set out supplementary provisions applying to all occupation contracts other than fixed term standard contracts of seven years or more.

Regulation [] in Part 4 prescribes as a supplementary provision the notice period required to be given by a joint contract-holder who wishes to withdraw from any occupation contract other than a fixed term standard contract.

Regulations [] to [] in Part 5 set out supplementary provisions applying to secure contracts, introductory contracts and prohibited conduct standard contracts.

Regulations [] to [] in Part 6 set out supplementary provisions applying to standard contracts other than introductory contracts and prohibited conduct standard contracts.

Regulations [] and [] in Part 7 set out supplementary provisions applying to fixed term contracts of seven years or more.

Regulations [] to [] in Part 8 set out supplementary provisions applying to all standard contracts.

The Regulations do not set out supplementary provisions in relation to supported standard 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 Department of Housing, Welsh Government, Rhydycar Business Park, Merthyr Tydfil, CF48 1UZ.

2018 No. (W.)

HOUSING, WALES

**The Renting Homes (Supplementary Provisions) (Wales)
Regulations**

Made ***

*Laid before the National Assembly for Wales****

Coming into force ***

The Welsh Ministers make the following Regulations in exercise of the powers conferred on them by sections 23(1), 112, 131 and 256(1) of the Renting Homes (Wales) Act 2016⁽¹⁾.

In accordance with section 23(2) of that Act, the Welsh Ministers have consulted with such persons as appear to them to be appropriate.

PART 1

INTRODUCTION

Title and commencement

2. The title of these Regulations is the Renting Homes (Supplementary Provisions) (Wales) Regulations 2018[] and they come into force on the appointed date.

Interpretation

3. In these Regulations—

“the Act” (“*y Ddeddf*”) means the Renting Homes (Wales) Act 2016;

“the appointed date” (“*y dyddiad penodedig*”) means the day on which section 239 of the Act comes into force.

Incorporation of Supplementary Provisions as Supplementary Terms of Occupation Contracts

4. These Regulations set out the supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Act, incorporated into secure contracts and standard contracts as supplementary terms.

(1) 2016 anaw 1.

PART 2

SUPPLEMENTARY PROVISIONS APPLYING TO ALL OCCUATION CONTRACTS

5. Regulations [5] to [10] set out supplementary provisions which apply for the purposes of regulation 3 to all occupations contracts.

Council Tax and Services

6.—(1) The contract-holder must pay the council tax chargeable on the dwelling.

(2) The contract-holder must pay for all gas, electricity, water, sewerage, telephone line, broadband and other services supplied to the dwelling.

(3) The contract-holder must arrange to be billed for the council tax and the charges specified in paragraph (2) and pay the amounts in full and on time.

(4) Where any service referred to in paragraph (2) has been disconnected as a result of the contract-holder's failure to comply with the obligation to pay for that service, the contract-holder must pay any reconnection charge.

Use of dwelling by the Contract-holder

7. The contract-holder must use the dwelling as a private residence and may not run a business at the dwelling or allow anyone else to do so, without the consent of the landlord.

Number of Permitted Occupiers

8.—(1) Subject to paragraph (2) and the fundamental and supplementary terms, incorporated, as applicable, in occupation contracts under sections 18 and 49 (joint contract-holders) of the Act and regulations 3 and [36] (lodgers), the contract-holder may decide who and how many other people will be permitted to live at the dwelling.

(2) Neither the landlord nor the contract-holder may cause or allow the dwelling to become overcrowded within the meaning of Part 10 of the Housing Act 1985.

(3) The landlord must, upon request of the contract-holder, provide the contract-holder with details of the maximum number of occupiers allowed in the dwelling in accordance with Part 10 of the Housing Act 1985.

Changes to the Dwelling or Provision of Amenities to the Dwelling

9.—(1) Subject to paragraph (2), the contract-holder may-

- (a) change the provider of water, electricity or gas (if applicable) to the dwelling; and
- (b) change for the provider of telephone or broadband services to the dwelling.

(2) The contact-holder may not-

- (a) leave the dwelling without a supply of water, electricity or gas (if applicable) that was present at the dwelling on the occupation date; or
- (b) install or remove, or arrange to have installed or removed, any meters at the dwelling that relate to the supply of water, electricity or gas to the dwelling

without the consent of the landlord.

Security and Safety of the Dwelling

10.—(1) If the contract-holder is aware that the dwelling will be unoccupied for 28 or more consecutive days, the contract holder must notify the landlord as soon as reasonably practicable of becoming aware of the same.

(2) The contract-holder must regularly check that smoke alarms and carbon monoxide detectors in the dwelling are working and replace any batteries as and when necessary.

Contract-holder's Obligations upon the ending of the Occupation Contract

- 11.** When the occupation contract ends, the contract holder must-
- (a) remove from the dwelling all property, other than property belonging to the landlord or any permitted occupier who is entitled to remain in occupation in the dwelling;
 - (b) return any property belonging to the landlord which was moved out of the dwelling during the term of the contract to where it was at the commencement of the contract;
 - (c) return to the landlord all keys of the dwelling, including any additional keys cut;
 - (d) not give specific permission for anyone to remain in the dwelling.

PART 3

SUPPLEMENTARY PROVISIONS APPLYING TO ALL OCCUAPTION CONTRACTS OTHER THAN FIXED TERM STANDARD CONTRACTS OF SEVEN YEARS OR MORE

12. Regulations [12] to [15] set out supplementary provisions which apply for the purposes of regulation 3 to all occupations contracts other than fixed term standard contracts of seven years or more.

Rent

13.—(1) The contract-holder must pay the rent in full and in accordance with the rental periods set out in the terms of the contract addressing the key matters, save for any period during which the dwelling is unfit for human habitation.

(2) Where the dwelling is unfit for human habitation, the amount of rent which is not payable is to be calculated pro-rata for every day the dwelling is unfit.

(3) For the purposes of regulation [12(1)] a dwelling is not unfit for human habitations where the contract-holder did something (or failed to do something) which caused the dwelling to be unfit for human habitation.

Carrying out Repairs

14. The contract-holder must notify the landlord of any defect or disrepair which it is the landlord's responsibility to repair in accordance with the fundamental term incorporated in occupation contracts under sections 18 and 92 of the Act.

15. The landlord may carry out any works or repairs required because of a failure by the contract-holder to comply with the supplementary terms incorporated into the occupation contract under regulation [3] and regulations [21 *care of the dwelling*] or [28 *care of the dwelling*], as the case may be, and may charge the contract-holder for any reasonable costs incurred in carrying out those works or repairs.

Landlord's Right to Enter the Dwelling

- 16.—(1)** The landlord may enter the dwelling at any reasonable time for the purpose of—
- (a) complying with the Gas Safety (Installation and Use) Regulations 1998⁽²⁾;
 - (b) carrying with all inspections required under the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 201[]⁽³⁾;
 - (c) carrying out any other inspection required under enactment;
 - (d) dealing with pests.

(2) S.I. 1998/2451.

(3) S.I. [].

(2) The landlord may enter the dwelling at any reasonable time for the purpose of carrying out any works or repairs needed because of a failure by the contract-holder to comply with the contract-holder's obligations under the supplementary term incorporated into the occupation contract under regulation [3] and regulations [21 *care of the dwelling*] or [28 *care of the dwelling*], as the case may be.

(3) The landlord must give the contract-holder at least 24 hours' notice before exercising the power to enter the dwelling under paragraphs (1) or (2).

(4) In the event of an emergency in which the landlord needs to enter the dwelling immediately, the landlord is entitled to enter, or if necessary force entry to, the dwelling without giving the contract-holder any notice.

(5) The landlord may require the contract-holder to pay for any damage done in the process of forcing entry to the dwelling for any purpose under paragraph (4) if it was as a result of the contract-holder's fault that it was necessary to force entry.

PART 4

SUPPLEMENTARY PROVISIONS APPLYING TO ALL OCCUAPTION CONTRACTS OTHER THAN FIXED TERM STANDARD CONTRACTS

17. Regulations [17] and [18] set out supplementary provisions which, for the purposes of regulation 3, apply to all occupations contracts other than fixed term standard contracts.

Withdrawal

18. In the event of there being a joint contract-holder who wishes to withdraw from the occupation contract, that person must give at least one month's notice to the landlord.

19. In the event of a joint contract-holder withdrawing from the contract, the landlord must repay to that contract-holder the proportion of any pre-paid rent and other consideration (if applicable), to be calculated on a pro-rata basis.

PART 5

SUPPLEMENTARY PROVISIONS APPLYING TO SECURE CONTRACTS, INTRODUCTORY CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS

20. Regulations [20] to [25] set out supplementary provisions which, for the purposes of regulation 3, apply to secure contracts, introductory contracts and prohibited conduct standard contracts.

Occupation of the Dwelling

21. The contract-holder must occupy the dwelling as the contract-holder's only or principal home during the term of the occupation contract and where there are joint contract-holders, at least one of the contract-holders must occupy the dwelling as his or her only or principal home.

Care of the Dwelling

22.—(1) The contract-holder must-

- (a) report any faults in or damage to the dwelling to the landlord as soon as reasonably practicable;
- (b) pay for repair or replacement if the contract-holder (or any permitted occupier or person visiting the dwelling) causes damage or if the damage is caused by the contract-holder's neglect;
- (c) carry out minor repairs;
- (d) keep the dwelling in a state of reasonable decorative order; and

(e) repair and maintain the contract-holder's own equipment.

(2) In the event of a contract-holder reporting a matter requiring a repair, the landlord must notify the contract-holder of whether the repair is required and, if so, when it will be completed. When a repair is completed the landlord must clean up afterwards and leave the dwelling in a state as close as possible to that it was in before the repair was carried out.

(3) The landlord may carry out any works or repairs which are required as a result of the contract-holder's failure to comply with the supplementary provision set out in paragraph (1) and may charge the contract-holder for any reasonable costs incurred in carrying out those works or repairs.

Structures

23. The contract-holder may not put up, or allow anyone else to put up, sheds, garages or any other structures in the dwelling or on land included as part of the dwelling without the landlord's consent.

Dealing

24. The contract-holder may transfer the occupation contract if the landlord consents, provided that in the case of secure contracts, this provision only applies to transfers not otherwise covered by sections 73 to 83 of the Act (succession).

Prohibited Conduct

25. The landlord must give the contract-holder appropriate help and advice if the contract-holder reports prohibited conduct on the part of anyone living in another property belonging to the landlord.

End of the Contract

26. When the occupation contract ends, the landlord must refund to the contract-holder that amount of any pre-paid rent and other consideration for such amount of the period paid falling after the date that the contract ends, to be calculated on a pro-rata basis.

PART 6

SUPPLEMENTARY PROVISIONS APPLYING TO STANDARD CONTRACTS OTHER THAN INTRODUCTORY CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS

27. Regulations [27] to [31] set out supplementary provisions which, for the purposes of regulation 3, apply to standard contracts other than introductory contracts and periodic standard contracts.

Inventory

28.—(1) The landlord must prepare an inventory of the dwelling and provide the contract-holder with one copy of the same free of charge no later than the date on which the landlord must provide the contract-holder with the written statement of contract in accordance with the fundamental provision incorporated into the contract under sections 18 and 31 of the Act.

(2) Unless the contract-holder provides any comments on the inventory to the landlord within 14 days receipt of the inventory, the contract-holder will be taken to have accepted the inventory as being accurate.

(3) Where the contract-holder provides comments on the inventory, the landlord must ensure that those comments are attached to a copy of the inventory.

Care of the dwelling

29. The contract-holder is not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but—

- (a) must take care of the dwelling;
- (b) must take care of any fixtures and fittings within the dwelling;
- (c) must promptly repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by the contract-holder or by a permitted occupier of, or person visiting, the dwelling;
- (d) may not remove any fixtures or fittings from the dwelling;
- (e) will be responsible for any failure to take care of the dwelling or fixtures and fittings in the dwelling on the part of any permitted occupier of, or person visiting, the dwelling.

Passing notices etc. to the Landlord

30. The contract-holder must-

- (a) keep safe and make available to the landlord any notices, orders or similar documents relating to the dwelling or any land neighbouring the dwelling that are delivered to the dwelling; and
- (b) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other similar documents.

Changes to the Dwelling

31.—(1) The contract-holder may not make any alteration or improvement to the dwelling without the written consent of the landlord.

(2) For the purposes of paragraph (1) an improvement is any addition to, or alteration in, the dwelling, and includes-

- (a) any addition to or alteration in the fixtures and fittings in the dwelling;
- (b) the erection of a radio or television aerial or satellite dish; and
- (c) the carrying out of external decoration to the dwelling.

Security of the Dwelling

32.—(1) The contract-holder must take reasonable care to protect the security of the dwelling.

(2) The contract-holder may not change, add or remove any lock on the external or internal doors of the dwelling.

(3) The landlord may charge the contract-holder for the cost of changing, adding or removing any lock or having any new keys cut arising from the fault of the contract-holder.

(4) Subject to the supplementary provision incorporated by regulations 3 and [9(1)], in the event of the dwelling being left unoccupied, the contract-holder must comply with any requirements in respect of an unoccupied dwelling contained within the landlord's insurance policy, provided the landlord has given the contract-holder prior notice of those requirements.

(5) If the dwelling contains a burglar alarm, the contract-holder-

- (a) may not change the burglar alarm codes without the consent of the landlord; and
- (b) must regularly check that the burglar alarm is working and replace the batteries (if applicable) as and when necessary.

PART 7

SUPPLEMENTARY PROVISIONS APPLYING TO FIXED TERM STANDARD CONTRACTS OF SEVEN YEARS OR MORE

33. Regulations [33] and [34] set out supplementary provisions which apply for the purposes of regulation 3 to fixed term standard contracts of seven years or more.

Rent

34. The contract-holder must pay the rent in full and in accordance with the rental periods set out in the terms of the contract addressing the key matters.

Landlord's Right to Enter the Dwelling

35.—(1) In the event of an emergency in which the landlord needs to enter the dwelling immediately, the landlord is entitled to enter, or if necessary force entry to, the dwelling without giving the contract-holder any notice.

(2) The landlord may require the contract-holder to pay for any damage done in the process of forcing entry to the dwelling for any purpose under paragraph (1) if it was as a result of the contract-holder's fault that it was necessary to force entry.

PART 8

SUPPLEMENTARY PROVISIONS APPLYING TO ALL STANDARD CONTRACTS

36. Regulation [36] sets out a supplementary provision which apply for the purposes of all standard contracts.

Dealing

37. The contract-holder may allow persons to live in the dwelling as lodgers, subject to the landlord's consent.

Name

Minister for Housing and Regeneration, under authority of the Minister for Local Government and Public Services, one of the Welsh Ministers

Date

Chapter 4: The Renting Homes (Supported Standard Contracts) (Supplementary Provisions) (Wales) Regulations

W E L S H S T A T U T O R Y I N S T R U M E N T S

2018 No. (W.)

HOUSING, WALES

The Renting Homes (Supported Standard Contracts) (Supplementary Provisions) (Wales) Regulations

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations set out the supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Renting Homes (Wales) Act 2016, incorporated into supported standard contracts, as provided for in section 143 of the Act, as supplementary terms.

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 Department of Housing, Welsh Government, Rhydycar Business Park, Merthyr Tydfil, CF48 1UZ.

2018 No. (W.)

HOUSING, WALES

**The Renting Homes (Supported Standard Contracts)
(Supplementary Provisions) (Wales) Regulations**

Made ***

*Laid before the National Assembly for Wales****

Coming into force ***

The Welsh Ministers make the following Regulations in exercise of the powers conferred on them by sections 23(1), 131 and 256(1) of the Renting Homes (Wales) Act 2016⁽⁴⁾.

In accordance with section 23(2) of that Act, the Welsh Ministers have consulted with such persons as appear to them to be appropriate.

Title and commencement

38. The title of these Regulations is the Renting Homes (Supported Standard Contracts) (Supplementary Provisions) (Wales) Regulations 2018 and they come into force on the appointed date.

Interpretation

39. In these Regulations—

“the Act” (“*y Ddeddf*”) means the Renting Homes (Wales) Act 2016;

“the appointed date” (“*y dyddiad penodedig*”) means the day on which section 239 of the Act comes into force.

Incorporation of Supplementary Provisions as Supplementary Terms of Supported Standard Contracts

40. These Regulations set out the supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Act, incorporated into supported standard contracts as supplementary terms.

Rent

41.—(1) The contract-holder must pay the rent in full and in accordance with the rental periods set out in the terms of the contract applying to key matters, save for any period during which the dwelling is unfit for human habitation.

(4) 2016 *anaw* 1.

(2) Where the dwelling is unfit for human habitation, the amount of rent which is not payable is to be calculated pro-rata for every day the dwelling is unfit.

(3) For the purposes of regulation [3(1)]a dwelling is not unfit for human habitation where the contract-holder did something (or failed to do something) which caused the dwelling to be unfit for human habitation.

Council Tax and Services

42.—(1) The contract-holder must pay the council tax chargeable on the dwelling.

(2) The contract-holder must pay for all gas, electricity, water, sewerage, telephone line, broadband and other services supplied to the dwelling.

(3) The contract-holder must arrange to be billed for the council tax and the charges specified in paragraph (2) and pay the amounts in full and on time.

(4) Where any service referred to in paragraph (2) has been disconnected as a result of the contract-holder's failure to comply with the obligation to pay for that service, the contract-holder must pay any reconnection charge.

Use of dwelling by the Contract-holder

43. The contract-holder must use the dwelling as a private residence and may not run a business at the dwelling or allow anyone else to do so, without the consent of the landlord.

Landlord's Right to Enter the Dwelling

44.—(1) The landlord may enter the dwelling at any reasonable time for the purpose of—

- (a) complying with the Gas Safety (Installation and Use) Regulations 1998⁽⁵⁾;
- (b) carrying with all inspections required under the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 201[]⁽⁶⁾;
- (c) carrying out any other inspection required under any enactment;
- (d) dealing with pests.

(2) The landlord may enter the dwelling at any reasonable time for the purpose of carrying out any works or repairs needed because of a failure by the contract-holder to comply with the contract-holder's obligations under the supplementary term incorporated into the supported standard contract under regulation [3] and regulation [17 *care of the dwelling*].

(3) The landlord must give the contract-holder at least 24 hours' notice before exercising the power to enter the dwelling under paragraphs (1) or (2).

(4) In the event of an emergency in which the landlord needs to enter the dwelling immediately, the landlord is entitled to enter, or if necessary force entry to, the dwelling without giving the contract-holder any notice.

(5) The landlord may require the contract-holder to pay for any damage done in the process of forcing entry to the dwelling for any purpose under paragraph (4) if it was as a result of the contract-holder's fault that it was necessary to force entry.

Permitted Occupiers

45. The contract-holder may not allow any person to live in the dwelling as a lodger unless the landlord has first provided consent.

(5) S.I. 1998/2451.

(6) S.I. [].

Carrying out Repairs

46. The contract-holder must notify the landlord of any defect or disrepair which it is the landlord's responsibility to repair in accordance with the fundamental term incorporated in supported standard contracts under sections 18 and 92 of the Act.

47. The landlord may carry out any works or repairs required because of a failure by the contract-holder to comply with the supplementary terms incorporated into a supported standard contract under regulations [3 and 17] and may charge the contract-holder for any reasonable costs incurred in carrying out those works or repairs.

Contract-holder's Obligations upon the ending of the Supported Standard Contract

48. When a supported standard contract ends, the contract holder must-

- (a) remove from the dwelling all property, other than property belonging to the landlord or any permitted occupier who is entitled to remain in occupation in the dwelling;
- (b) return any property belonging to the landlord which was moved out of the dwelling during the term of the contract to where it was at the commencement of the contract;
- (c) return to the landlord all keys of the dwelling, including any additional keys cut;
- (d) not give specific permission for anyone to remain in the dwelling.

Withdrawal

49. In the event of there being a joint contract-holder who wishes to withdraw from the supported standard contract, that person must give a minimum of one month's notice to the landlord.

50. In the event of a joint contract-holder withdrawing from the contract, the landlord must repay to that contract-holder the proportion of any pre-paid rent and other consideration (if applicable), to be calculated on a pro-rata basis.

Occupation of the Dwelling

51. The contract-holder must occupy the dwelling as the contract-holder's only or principal home during the term of the supported standard contract and where there are joint contract-holders, at least one of the contract-holders must occupy the dwelling as his or her only or principal home.

End of the Contract

52. When an occupation contract ends the landlord must refund to the contract-holder that amount of any pre-paid rent and other consideration for such amount of the period paid falling after the date that the contract ends, to be calculated on a pro-rata basis.

Inventory

53.—(1) The landlord must prepare an inventory of the dwelling and provide the contract-holder with one copy of the inventory free of charge no later than the date on which the landlord provides the contract-holder with the written statement of contract in accordance with the fundamental provision incorporated into the contract under sections 18 and 31 of the Act.

(2) Unless the contract-holder provides any comments on the inventory to the landlord within 14 days receipt of the inventory, the contract-holder will be taken to have accepted the inventory as being accurate.

(3) Where the contract-holder provides comments on the inventory, the landlord must ensure that those comments are attached to a copy of the inventory.

Care of the dwelling

54. The contract-holder is not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but—

- (a) must take care of the dwelling;
- (b) must take care of any fixtures and fittings within the dwelling;
- (c) must promptly repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by the contract-holder or by a permitted occupier of, or person visiting, the dwelling;
- (d) may not remove any fixtures or fittings from the dwelling;
- (e) will be responsible for any failure to take care of the dwelling or fixtures and fittings in the dwelling on the part of any permitted occupier of, or person visiting, the dwelling.

Changes to the Dwelling

55.—(1) The contract-holder may not make any change or improvement to the dwelling without the written consent of the landlord.

(2) For the purposes of paragraph (1) a change or improvement includes any addition to, or alteration in, the dwelling, and includes—

- (a) any addition to or alteration in the fixtures and fittings in the dwelling;
- (b) the erection of a radio or television aerial or satellite dish; and
- (c) the carrying out of external decoration to the dwelling.

Security of the Dwelling

56.—(1) The contract-holder must take reasonable care to protect the security of the dwelling.

(2) The contract-holder may not—

- (a) change, add or remove any lock on the external or internal doors of the dwelling;
- (b) cut any keys or sets of keys, additional to those provided to the contract-holder by the landlord.

(3) The landlord may charge the contract-holder for the cost of changing, adding or removing any lock or having any new keys cut arising from the fault of the contract-holder.

(4) If the contract-holder is aware that the dwelling will be unoccupied for 28 or more consecutive days, the contract holder must notify the landlord as soon as reasonably practicable of becoming aware of the same.

(5) If the dwelling contains a burglar alarm, the contract-holder—

- (a) may not change the burglar alarm codes without the consent of the landlord; and
- (b) must regularly check that the burglar alarm is working and replace the batteries (if applicable) as and when necessary.

Name

Minister for Housing and Regeneration, under authority of the Minister for Local Government and Public Services, one of the Welsh Ministers

Date

Annex A: Overview of Fundamental Provisions Incorporated as Terms of Occupation Contracts

These tables, which are to be found in Schedule 1 to the Renting Homes (Wales) Act 2016, set out in which sections of the Act the various fundamental provisions can be found, and the nature of those provisions.

SECURE CONTRACTS

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H’s right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H's rent	
Sections 91 to 93 and 95 to 99	L's obligations to keep the dwelling in good state of repair etc.	
Sections 103 to 109	When and how contract may be varied	Sections 103(1)(b) and (2) and 108 must be incorporated without modification. Section 104 applies only to contracts under which rent is payable, and section 105 applies only to contracts under which consideration other than rent is payable.
Section 111	Withdrawal of joint C-H	
Section 113	C-H may have lodgers	
Section 114	C-H may transfer contract to potential successors	
Section 118	C-H's right to transfer to other secure C-Hs	Only applies where L is a community landlord.
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification.
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	
Sections 163 to 167	Termination by notice given by C-H	
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	

PERIODIC STANDARD CONTRACTS

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 54	L must not interfere with C-H's right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H's rent	
Sections 91 to 93 and 95 to 99	L's obligations to keep dwelling in good state of repair etc.	
Sections 122 to 128	When and how contract may be varied	Sections 122(1)(a) and (2) and 127 must be incorporated without modification. Section 123 applies only to contracts under which rent is payable, and section 124 applies only to contracts under which consideration other than rent is payable. Sections 125(1)(b) and 126 are not incorporated into contracts that do not incorporate section 173 (L's notice).
Section 130	Withdrawal of joint C-H	
Section 145	L's right to temporarily exclude C-H from supported accommodation	Applies only to supported standard contracts (see section 143).
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 151	Further provision about notices requiring contract-holder to give up possession	Applies only to introductory standard contracts and prohibited conduct standard contracts.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification.
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	
Sections 168 to 172	Termination by notice given by C-H	
Sections 173 to 180	Termination by notice given by L	If section 173 is not incorporated, sections 125(1)(b), 126, 175 and 176 do not apply. Section 175 also does not apply to a contract that is within Schedule 9. If a contract incorporates section 173 and is not within Schedule 9, section 175 must be incorporated without modification. If a contract incorporates section 173, section 176 must be incorporated without modification.
Sections 181 and 182	Termination by L on serious rent arrears ground	In section 182, subsection (2) is not applicable to introductory standard contracts and prohibited conduct standard contracts, and subsection (3) is applicable only to such contracts.
Section 183	Possession claims where contract has arisen at end of a fixed term standard contract	Only applies to a contract that has arisen at end of a fixed term standard contract (see section 184(2)).

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	
Paragraph 7 of Schedule 4	Variation of secure contract addressed in written statement of introductory standard contract	Only applies to introductory standard contracts where the written statement addresses the secure contract that may arise at the end of the introductory period, in accordance with paragraph 6(2) of Schedule 4.

FIXED TERM STANDARD CONTRACTS

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord ("L") must provide contract-holder ("C-H") with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L's name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L's consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 54	L must not interfere with C-H's right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H's rent	
Sections 91 to 93 and 95 to 99	L's obligations to keep dwelling in good state of repair etc.	Not applicable to fixed term standard contracts made for a term of seven years or more.
Sections 134 to 136	When and how contract may be varied	Sections 134(1)(b) and (2) and 135 must be incorporated without modification. Section 135(2)(k) applies only if contract has a contract-holder's break clause (see section 189).
Section 145	L's right to temporarily exclude C-H from supported accommodation	Only applies to supported standard contracts (see section 143).
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification (but not into fixed term standard contracts that contain the provision mentioned in section 139(1)).

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	
Section 186	Termination by notice given by L in connection with the end of the term of the contract	Subsections (2) and (4) of section 186 do not apply to a contract which does not incorporate subsection (1), or a contract that is within Schedule 9. If a contract incorporates subsection (1) and is not within Schedule 9, subsections (2) and (4) must be incorporated without modification.
Sections 187 and 188	Termination by L on serious rent arrears ground	
Sections 190 to 193	Termination by notice given by C-H under contract-holder's break clause	Only apply if contract has a contract-holder's break clause.
Sections 195 to 201	Termination by notice given by L under landlord's break clause	Only apply if contract has a landlord's break clause. Section 196 also does not apply to a contract within Schedule 9. If a contract has a landlord's break clause and is not within Schedule 9, section 196 must be incorporated without modification. If contract has a landlord's break clause, section 196 (breach of deposit rules) must be incorporated without modification.
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	

Annex B: Consultation Response Form

Consultation Response Form

Your name:

Organisation (if applicable):

Are you a landlord?

Are you a tenant?

email / telephone number:

Your address:

Q1. Do you think the Welsh Government should use the power under section 23 of the Act to prescribe supplementary provisions, which become incorporated into occupation contracts as supplementary terms?	Please tick	
	Yes	No
Please explain your answer:		

The draft Renting Homes (Supplementary Provisions) (Wales) Regulations

Q2. Do you agree with the supplementary provisions contained in these Regulations relating to secure contracts? (the default contract type for community landlords)	Please Tick	
	Yes	No
Please explain your answer:		

Q3. Do you think other supplementary provisions are required in addition to those provided under these Regulations for secure contracts?	Please Tick	
	Yes	No
Please explain your answer:		

Q4. Do you agree with the supplementary provisions contained in these Regulations relating to periodic standard contracts and fixed term standard contracts? (the default contract type for private landlords)	Please Tick	
	Yes	No
Please explain your answer:		

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Q5. Do you think other supplementary provisions are required in addition to those provided under these Regulations for periodic standard and fixed term standard contracts?	Please Tick	
	Yes	No
Please explain your answer:		

Q6. Do you agree with the supplementary provisions contained in these Regulations relating to introductory standard contracts and prohibited conduct standard contracts? (for use by community landlords as a starter contract or to deal with cases of anti-social behaviour and other prohibited conduct)	Please Tick	
	Yes	No
Please explain your answer:		

Q7. Do you think other supplementary provisions are required in addition to those provided under these Regulations for introductory standard contracts and prohibited conduct standard contracts?	Please Tick	
	Yes	No
Please explain your answer:		

The draft Renting Homes (Supported Standard Contracts) (Supplementary Provisions) (Wales) Regulations

Q8. Do you agree with the supplementary provisions contained in these Regulations relating to supported standard contracts (a contract type for community landlords and registered charities to use within some supported accommodation)?	Please Tick	
	Yes	No
Please explain your answer:		

Q9. Do you think other supplementary provisions are required in addition to those provided under these Regulations for a supported standard contract?	Please Tick	
	Yes	No
Please explain your answer:		

--

General

Q10. Are there any other comments you would like to make regarding this consultation or draft regulations?

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Q11. Welsh Language Impact.

Please can you provide any comments on how the proposed supplementary provisions could be formulated or changed so as to have:

- i) positive effects or increased positive effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favourably than the English language, and
- ii) no adverse effects on opportunities for people to use the Welsh language and on treating the Welsh language no less favourably than the English language.

Responses to consultations are likely to be made public, on the internet or in a report. If you would prefer your response to remain anonymous, please tick here: