

2021 No. (W.)

HOUSING, WALES

**The Renting Homes (Explanatory
Information for Written Statements
of Occupation Contracts) (Wales)
Regulations 2021**

EXPLANATORY NOTE

(This note is not part of the Regulations)

Section 32 of the Renting Homes (Wales) Act 2016 (“the Act”) specifies the information that must be contained in a written statement of an occupation contract. Section 32(4) of the Act provides that a written statement of an occupation contract must contain explanatory information about such matters as may be prescribed.

These regulations prescribe the matters for which explanatory information must be contained in a written statement of an occupation contract.

Regulation 3 applies to all written statements of occupation contracts and outlines that written statements must contain explanatory information for all of the matters prescribed by this regulation.

Regulation 5 sets out further matters for which explanatory information must be contained in a written statement of an occupation contract for periodic standard contracts.

Regulation 6 sets out further matters for which explanatory information must be contained in a written statement of an occupation contract for fixed term standard contracts.

Regulation 7 sets out further matters for which explanatory information must be contained in a written statement of an occupation contract for secure contracts.

Regulation 8 sets out further matters for which explanatory information must be contained in a written

statement of an occupation contract for introductory standard contracts.

Regulation 9 sets out further matters for which explanatory information must be contained in a written statement of an occupation contract for prohibited conduct standard contracts.

Regulation 10 sets out further matters for which explanatory information must be contained in a written statement of an occupation contract for periodic 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.

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Made ***

Laid before Senedd Cymru ***

*Coming into force in accordance with
regulation 1*

The Welsh Ministers make the following Regulations in exercise of the powers conferred on them by sections 32(4) and 256(1) of the Renting Homes (Wales) Act 2016(1).

Title and commencement

1. The title of these Regulations is the Renting Homes (Explanatory Information for Written Statements of Occupation Contracts) (Wales) Regulations 2021 and they come into force on the day on which section 239 of the Renting Homes (Wales) Act 2016 comes into force(2).

Interpretation

2. In these Regulations—

(1) “the Act” means the Renting Homes (Wales) Act 2016, and

(2) the words and expressions used have the same meaning as they have in the Act.

(1) 2016 anaw 1.

(2) Section 239 of the Renting Homes (Wales) Act 2016, which abolishes assured, secure and other tenancies in Wales, will come into force on a day which coincides with the coming into force of those provisions of the Act which have not been commenced by the Renting Homes (Wales) Act 2016 (Commencement No.1) Order 2016 (S.I. 2016/813), and a suite of statutory instruments made under the Act.

Prescribed matters for which explanatory information must be contained in all occupation contracts

3. All written statements of occupation contracts must contain explanatory information about the following matters—

- (a) the status of the document (i.e. that it is a written statement of the occupation contract);
- (b) the short title of the Act under which the occupation contract is made;
- (c) the meaning, by reference to the Act of the following—
 - (i) “occupation date”, and
 - (ii) “key matters”;
- (d) the main features of the following—
 - (i) “fundamental terms” (i.e. that some of these terms cannot be omitted or modified and that others, subject to the agreement of the landlord and contract-holder, can be omitted or modified, but only if doing so improves the position of the contract-holder);
 - (ii) “supplementary terms” (i.e. that these can be omitted or modified, subject to the agreement of the landlord and contract-holder, either to benefit the landlord or the contract-holder);
 - (iii) “additional terms”, if included in the occupation contract (i.e. that these can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term).
- (e) that if applicable fundamental and supplementary terms are not included as terms of the written statement of occupation contract the method by which these provisions are identified (in accordance with the requirement under section 32(3) of the Act);
- (f) that the written statement of occupation contract must be given to the contract-holder within 14 days of the occupation date;
- (g) that for each day that the written statement of occupation contract is late the contract-holder is not required to pay rent, up to a maximum of two months;
- (h) that the written statement of the occupation contract sets out the rights and responsibilities of the contract-holder and the landlord;
- (i) that the contract-holder should read the written statement of the occupation contract before agreeing to it;

- (j) that the contract-holder should keep the written statement of an occupation contract safe as they may need to refer to it in the future;
- (k) that more information about occupation contracts, including information about resolving disputes, can be found on the Welsh Government's website and provide the address of the website;
- (l) that if a contract-holder has an issue with their home they should first contact their landlord to try and resolve it but if this is not successful there are advice agencies that may be able to assist;
- (m) that any additional term, or change to a supplementary term, that is included in the written statement of occupation contract is not binding on the contract-holder if it is an unfair term under section 62 of the Consumer Rights Act 2015;
- (n) a summary of the contract which explains that—
 - (i) the contract-holder cannot be evicted without a court order, unless they abandon the dwelling;
 - (ii) the contract holder has important rights relating to how they can use the dwelling, although some of these rights are subject to obtaining the landlord's consent;
 - (iii) the contract-holder can be held responsible for the behaviour of everyone who lives in and visits the dwelling; and
 - (iv) someone who lives with the contract-holder at the dwelling may have a right to succeed to the contract if the contract-holder dies.

Further prescribed matters for which explanatory information must be provided for specific types of written statement of occupation contract

4. Regulations 5 to 10 prescribe the further matters for which explanatory information must be contained in the written statement of occupation contracts for specific types of contract.

Periodic standard contract

5. An occupation contract for a periodic standard contract, in addition to the information required by regulation 3, must explain in the summary of the contract that before a court can make a possession order the landlord has to demonstrate that the correct procedures have been followed and that at least one of the following is satisfied—

- (a) the contract-holder was given at least six months' notice that they must move out;
- (b) the contract-holder has broken one or more terms of the contract (which includes failure to pay rent) and it is reasonable to evict them;
- (c) the contract-holder is in serious rent arrears;
- (d) the landlord needs to move the contract-holder, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them.

Fixed term standard contract

6. An occupation contract for a fixed term standard contract, in addition to the information required by regulation 3, must explain in the summary of the contract that before a court can make a possession order the landlord has to demonstrate that the correct procedures have been followed and that at least one of the following is satisfied —

- (a) the contract-holder was given at least six months' notice that they must move out, the notice was given at least 18 months after the occupation date, and the fixed term of the contract was for at least two years;
- (b) the contract-holder has broken one of more terms of the contract (which includes failure to pay rent) and it is reasonable to evict them;
- (c) the contract-holder is in serious rent arrears;
- (d) the landlord needs to move the contract-holder, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them.

Secure contract

7. An occupation contract for a secure standard contract, in addition to the information required by regulation 3, must explain in the summary of the contract that before a court can make a possession order the landlord has to demonstrate that the correct procedures have been followed and that at least one of the following is satisfied—

- (a) the contract-holder has broken one of more terms of the contract (which includes failure to pay rent) and it is reasonable to evict them;
- (b) the landlord needs to move the contract-holder, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them.

Introductory standard contract

8.—(1) An occupation contract for an introductory standard contract, in addition to the information required by regulation 3, must explain in the summary of the contract that before a court can make a

possession order the landlord has to demonstrate that the correct procedures have been followed and at least one of the following is satisfied—

- (a) the contract-holder was given at least six months' notice that they must move out;
- (b) the contract-holder has broken one of more terms of the contract (which includes failure to pay rent) and it is reasonable to evict them;
- (c) the contract-holder is in serious rent arrears;
- (d) the landlord needs to move the contract-holder, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them.

(2) A written statement of an occupation contract for an introductory standard contract must outline that unless it is extended or otherwise terminated, at the end of the period for which it is made, the contract will become a secure contract.

Prohibited conduct standard contract

9.—(1) An occupation contract for a prohibited conduct standard contract, in addition to the information required by regulation 3, must explain in the summary of the contract that before a court can make a possession order the landlord has to demonstrate that the correct procedures have been followed and at least one of the following is satisfied—

- (a) the contract-holder was given at least two months' notice that they must move out;
- (b) the contract-holder has broken one of more terms of the contract (which includes failure to pay rent) and it is reasonable to evict them;
- (c) the contract-holder is in serious rent arrears;
- (d) the landlord needs to move the contract-holder, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them.

(2) A written statement of an occupation contract for a prohibited conduct standard contract must outline that unless it is extended or otherwise terminated, at the end of the period for which it is made, the contract will become a secure contract.

Periodic supported standard contract

10.—(1) An occupation contract for a periodic supported standard contract, in addition to the information required by regulation 3, must explain in the summary of the contract that before a court can make a possession order the landlord has to demonstrate that the correct procedures have been followed and at least one of the following is satisfied—

- (a) the contract-holder was given at least two months' notice that they must move out;
- (b) the contract-holder has broken one of more terms of the contract (which includes failure to pay rent) and it is reasonable to evict them;
- (c) the contract-holder is serious rent arrears;
- (d) the landlord needs to move the contract-holder, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict them.

(2) A written statement of an occupation contract for a periodic supported standard contract must outline that the contract-holder can be temporarily excluded from the dwelling if they—

- (a) are violent towards another person in the dwelling,
- (b) do something in the dwelling that creates a risk of significant harm to any person, or
- (c) seriously impede the ability of another resident of supported accommodation to benefit from support provided in connection with that accommodation.

Name

Minister for Housing and Local Government, one of the Welsh Ministers

Date