



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 3

### PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

#### CHAPTER 9

##### LANDLORD'S CONSENT

#### **84 Landlord's consent: reasonableness**

- (1) This section applies in relation to any term of an occupation contract which permits something to be done only with the landlord's consent.
- (2) The landlord may not—
  - (a) unreasonably refuse consent, or
  - (b) consent subject to unreasonable conditions.
- (3) A request for the landlord's consent must be made in writing, and references in this section to a request are to a written request.
- (4) The landlord may ask for information to enable the landlord to deal with a request; but the landlord may not do so after the end of the period of 14 days starting with the day on which the request is made.
- (5) If the landlord asks for information which it is not reasonable to ask for, the landlord is to be treated as not having asked for that information.
- (6) If the landlord does not give or refuse consent in writing before the end of the relevant period, the landlord is to be treated as having consented without conditions.
- (7) The relevant period is the period of one month starting with the later of—
  - (a) the day on which the request for consent is made, or
  - (b) if the landlord asks for information in accordance with subsection (4), the day on which the information is provided.

- (8) If the landlord consents subject to conditions, the landlord must give the contract-holder written notice of the conditions at the same time that consent is given; and if the landlord does not do so, the landlord is to be treated as having consented without conditions.
- (9) If the landlord refuses consent or consents subject to conditions, the person who made the request may ask for a written statement of the landlord's reasons.
- (10) If the landlord does not give a written statement of reasons before the end of the period of one month starting with the day on which the statement is asked for, the landlord is to be treated as having consented without conditions.

## **85 Application to court relating to consent**

- (1) This section applies where under section 84 the landlord gives a written statement of reasons for refusing consent or consenting subject to conditions.
- (2) The person who made the request for consent may apply to the court on the ground that—
  - (a) the landlord's refusal of consent is unreasonable, or
  - (b) one or more of the conditions imposed is unreasonable.
- (3) If the court is satisfied that the ground in subsection (2)(a) is made out it may declare that the landlord unreasonably refused consent, and may also—
  - (a) declare that the landlord is to be treated as having consented without conditions, or
  - (b) direct the landlord to reconsider the request for consent.
- (4) If the court is satisfied that the ground in subsection (2)(b) is made out it may declare that one or more of the conditions imposed is unreasonable, and may also—
  - (a) declare that the landlord is to be treated as having consented without conditions or subject to those conditions that were not declared unreasonable, or
  - (b) direct the landlord to reconsider the request for consent.
- (5) If the court makes a declaration under subsection (3) or (4) it may make any other order it thinks fit.

## **86 Landlord's consent: timing**

- (1) Where a term of an occupation contract permits something to be done with the landlord's consent, the landlord may give consent after the thing has been done.
- (2) But this does not apply to—
  - (a) section 49 (adding a joint contract-holder), or
  - (b) any term of the occupation contract permitting the transfer of the contract, or of a joint contract-holder's rights and obligations under the contract.