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WELSH STATUTORY INSTRUMENTS

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**2022 No. 23 (W. 11)**

**HOUSING, WALES**

**The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022**

*Made* - - - - 7 January 2022

*Laid before Senedd Cymru* 12 January 2022

*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 23(1), 112, 131 and 256(1) of the Renting Homes (Wales) Act 2016<sup>(1)</sup>.

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**

1. The title of these Regulations is the Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 and they come into force on the day on which section 239 of the Act comes into force<sup>(2)</sup>.

**Interpretation**

2.—(1) In these Regulations, “the Act” means the Renting Homes (Wales) Act 2016.

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

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<sup>(1)</sup> 2016 [anaw 1](#). See section 252 for the definition of “prescribed”.

<sup>(2)</sup> Section 239 of the Renting Homes (Wales) Act 2016 comes into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.

## PART 2

### SUPPLEMENTARY PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS EXCEPT SUPPORTED STANDARD CONTRACTS

3. Regulations 4 to 9 set out the supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Act, incorporated into all occupation contracts except supported standard contracts as supplementary terms.

#### **Use of dwelling**

4. The contract-holder must not carry on or permit any trade or business at the dwelling without the landlord's consent.

#### **Permitted occupiers who are not lodgers or sub-holders**

5. The contract-holder may permit persons who are not lodgers or sub-holders to live in the dwelling as a home.

#### **Changes to the provision of utilities to the dwelling**

- 6.—(1) The contract-holder may change any of the suppliers to the dwelling of—
- (a) electricity, gas or other fuel, or water (including sewerage) services;
  - (b) telephone, internet, cable television or satellite television services.
- (2) The contract-holder must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1).
- (3) Unless the landlord consents, the contact-holder must not—
- (a) leave the dwelling, at the end of the occupation contract, without a supplier of electricity, gas or other fuel (if applicable), or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
  - (b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.
- (4) For the purposes of paragraph (3)(b), “specified service installations” means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

#### **Security of the dwelling**

7. If the contract-holder becomes aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, the contract-holder must notify the landlord as soon as reasonably practicable.

#### **Contract-holder's obligations at the end of the occupation contract**

8. When the contract-holder vacates the dwelling at the end of the occupation contract, the contract-holder must—
- (a) remove from the dwelling all property belonging—
    - (i) to the contract-holder, or
    - (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,

- (b) return any property belonging to the landlord to the position that property was in on the occupation date, and
- (c) return to the landlord all keys which enable access to the dwelling which were held during the term of the contract by the contract-holder or any permitted occupier who is not entitled to remain in occupation of the dwelling.

#### **Repayment of rent or other consideration relating to any period falling after the end of the contract**

9. The landlord must repay, within a reasonable time of the end of the occupation contract, to the contract-holder any pre-paid rent or other consideration which relates to any period falling after the date on which the contract ends.

### **PART 3**

#### **SUPPLEMENTARY PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS EXCEPT FIXED TERM STANDARD CONTRACTS OF SEVEN YEARS OR MORE AND SUPPORTED STANDARD CONTRACTS**

10. Regulations 11 to 16 set out the supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Act, incorporated into all occupation contracts except fixed term standard contracts made for a term of seven years or more and supported standard contracts.

#### **Periods when the dwelling is unfit for human habitation**

11. The contract-holder is not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation<sup>(3)</sup>.

#### **Receipt of rent or other consideration**

12. Within 14 days of a request from the contract-holder, the landlord must provide the contract-holder with written receipt of any rent or other consideration paid under the occupation contract.

#### **Care of the dwelling**

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

- (a) take proper care of the dwelling, fixtures and fittings within the dwelling or to any items listed in any inventory,
- (b) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the consent of the landlord,
- (c) keep the dwelling in a state of reasonable decorative order, and
- (d) not keep anything in the dwelling that would be a health and safety risk to the contract-holder, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

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(3) See the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (S.I. 2022/6 (W. 4) ) made by the Welsh Ministers under section 94(1) of the Act, which prescribe matters and circumstances to which regard must be had when determining whether a dwelling is fit for human habitation. See also section 91(1) of the Act, which makes it a fundamental provision for a landlord to ensure that the dwelling is fit for human habitation.

**Repairs**

**14.**—(1) The contract-holder must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which the contract-holder reasonably believes is the landlord's responsibility.

(2) Where the contract-holder reasonably believes that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in any inventory is not the landlord's responsibility, the contract-holder must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in any inventory, or replace them.

(3) The circumstances in which paragraph (2) applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care<sup>(4)</sup> by the contract-holder, any permitted occupier or any person visiting the dwelling.

**15.**—(1) In circumstances where the contract-holder has not undertaken those repairs that are their responsibility in accordance with regulation 14(2) and (3), the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in any inventory, or replacing them.

(2) But the landlord must give the contract-holder at least 24 hours' notice before entering the dwelling.

**Emergencies: landlord's right to enter the dwelling**

**16.**—(1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, the contract-holder must give the landlord immediate access to the dwelling.

(2) If the contract-holder does not provide access immediately, the landlord may enter the dwelling without the permission of the contract-holder.

(3) If the landlord enters the dwelling in accordance with paragraph (2), the landlord must use all reasonable endeavours to notify the contract-holder that they have entered the dwelling, as soon as reasonably practicable after entry.

(4) For the purpose of paragraph (1), an emergency includes—

- (a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
- (b) something which, if not dealt with by the landlord immediately, would put at imminent risk the health and safety of the contract-holder, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

**PART 4**

**SUPPLEMENTARY PROVISION APPLYING TO ALL  
OCCUPATION CONTRACTS EXCEPT FIXED TERM STANDARD  
CONTRACTS AND SUPPORTED STANDARD CONTRACTS**

**17.** Regulation 18 sets out a supplementary provision which is, subject to sections 21, 24(1) and (2) and 25 of the Act, incorporated into all occupation contracts except fixed term standard contracts and supported standard contracts.

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(4) Section 96(3) of the Act defines "lack of care".

**Withdrawal notice by joint contract-holders: time limit**

18. The minimum time period between the date on which a notice under section 111 and section 130 of the Act (joint contract-holders: withdrawal) is given to the landlord, and the date specified in the notice, is one month.

**PART 5**

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

19. Regulations 20 to 25 set out supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Act, incorporated in secure contracts, introductory standard contracts and prohibited conduct standard contracts.

**Occupation of the dwelling**

20.—(1) The contract-holder must occupy the dwelling as the contract-holder's only or principal home during the term of the occupation contract.

(2) Where there are joint contract-holders at least one of the contract-holders must occupy the dwelling as their only or principal home during the term of the occupation contract.

**Security of the dwelling**

21.—(1) The contract-holder must take reasonable steps to ensure the dwelling is secure.

(2) The contract-holder may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.

**Repairs to the dwelling**

22. In the event of a contract-holder making a notification under the supplementary term incorporated into the occupation contract pursuant to regulation 14(1), the landlord must respond to the contract-holder, confirming—

- (a) whether the landlord considers the repair to be necessary,
- (b) whether the repair is the responsibility of the contract-holder or the landlord, and
- (c) if the repair is the responsibility of the landlord, when the repair will be undertaken and completed.

**Structures**

23. The contract-holder must not erect, remove or make structural alterations to sheds, garages or any other structures in the dwelling without the consent of the landlord.

**Transfer**

24.—(1) Subject to paragraph (2), the contract-holder may transfer the occupation contract if the landlord consents.

(2) In the case of secure contracts, paragraph (1) 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 advice if the contract-holder reports to the landlord conduct that is prohibited under section 55 (anti-social behaviour and other prohibited conduct) of the Act on the part of anyone living in property belonging to the landlord including property occupied by the contract-holder.

## **PART 6**

### **SUPPLEMENTARY PROVISIONS APPLYING ONLY TO STANDARD CONTRACTS BUT NOT INTRODUCTORY STANDARD CONTRACTS, PROHIBITED CONDUCT STANDARD CONTRACTS AND SUPPORTED STANDARD CONTRACTS**

26. Regulations 27 to 31 set out supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Act, incorporated into standard contracts other than introductory standard contracts, prohibited conduct standard contracts and supported standard contracts.

### **Inventory**

27.—(1) The landlord must provide the contract-holder with an inventory in relation to the dwelling no later than the date by which the landlord must provide the contract-holder with the written statement of the occupation contract in accordance with section 31 (written statement) of the Act.

(2) The inventory must set out the dwelling's contents, including all fixtures and fittings, and must describe their condition as at the occupation date.

(3) If the contract-holder disagrees with the information within the inventory, the contract-holder may provide comments to the landlord.

(4) Where no comments are received by the landlord within 14 days, the inventory is deemed to be accurate.

(5) Where comments are received by the landlord within 14 days, the landlord must either—

- (a) amend the inventory in accordance with those comments and send the amended inventory to the contract-holder, or
- (b) inform the contract-holder that the comments are not agreed, and re-send the original inventory to the contract-holder, with the comments attached, or
- (c) amend the inventory in accordance with some of those comments and send the amended inventory to the contract-holder, together with a record of the comments which have not been agreed.

### **Passing notices etc. to the landlord**

28. The contract-holder must—

- (a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and
- (b) as soon as reasonably practicable, give the original copies of any such notices, orders or other documents to the landlord.

### **Changes to the dwelling**

**29.**—(1) The contract-holder must not make any alteration to the dwelling without the consent of the landlord.

- (2) For the purposes of paragraph (1), “alteration” includes—
- (a) any addition to or alteration of the fixtures and fittings in the dwelling,
  - (b) the erection of an aerial or satellite dish,
  - (c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
  - (d) the carrying out of external decoration to the dwelling.

### **Security of the dwelling**

**30.**—(1) The contract-holder must take reasonable steps to ensure the dwelling is secure.

(2) The contract-holder may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.

(3) If any change made under paragraph (2) results in a new key being needed to access the dwelling or any part of the dwelling, the contract-holder must notify the landlord as soon as reasonably practicable and make available to the landlord a working copy of the new key.

### **Lodgers**

**31.** The contract-holder must not allow persons to live in the dwelling as lodgers without the landlord’s consents.

## **PART 7**

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

**32.** Regulation 33 sets out supplementary provisions which are, subject to sections 21, 24(1) and (2) and 25 of the Act, incorporated into fixed term standard contracts of seven years or more.

### **Emergencies: landlord’s right to enter the dwelling**

**33.**—(1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, the contract-holder must give the landlord immediate access to the dwelling.

(2) If the contract-holder does not provide access immediately, the landlord may enter the dwelling without the permission of the contract-holder.

(3) If the landlord enters the dwelling in accordance with paragraph (2), the landlord must use all reasonable endeavours to notify the contract-holder that they have entered the dwelling, as soon as reasonably practicable after entry.

- (4) For the purpose of paragraph (1), an emergency includes—
- (a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
  - (b) something which, if not dealt with by the landlord immediately, would put at imminent risk the health and safety of the contract-holder, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

7 January 2022

*Julie James*  
Minister for Climate Change, one of the Welsh  
Ministers



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## EXPLANATORY NOTE

*(This note is not part of the Regulations)*

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

The default position is that supplementary provisions are incorporated as supplementary terms of an occupation contract. However, at the creation of the occupation contract, the parties may agree that a supplementary provision is modified or that it is not included in the occupation contract.

A modification or omission must not render the occupation contract incompatible with any fundamental term of the contract.

Regulations in Part 2 set out supplementary provisions applying to all occupation contracts except supported standard contracts.

Regulation 4 requires the contract-holder to obtain the landlord’s consent before carrying on a trade or business at the dwelling.

Regulation 5 provides that the contract-holder may permit persons who are not lodgers or sub-holders to live in the dwelling. Neither the landlord nor the contract-holder may cause or permit the dwelling to become overcrowded within the meaning of Part 10 (overcrowding) of the Housing Act 1985 (c. 68).

Regulation 6 sets out how a contract-holder may change the providers of utilities to the dwelling.

Regulation 7 requires the contract-holder to notify the landlord, as soon as reasonably practicable after becoming aware, that the dwelling is or will be unoccupied for 28 or more consecutive days.

Regulation 8 requires a contract-holder, at the end of the occupation contract, to remove from the dwelling their belongings and the belongings of any permitted occupiers. It also requires any property belonging to the landlord to be returned to the position it was in at the beginning of the occupation contract, and requires keys to be returned.

Regulation 9 requires the landlord to repay (within a reasonable time) the contract-holder any pre-paid rent or other consideration which relates to any period falling after the end of the contract.

Regulations in Part 3 set out supplementary provisions applying to all occupation contracts except fixed term standard contracts of seven years or more and supported standard contracts.

Regulation 11 provides the contract-holder is not liable for rent for each day (or part day) the dwelling is unfit for human habitation. Regulations made by the Welsh Ministers under section 94 of the Act (the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (S.I. 2022/6) (W. 4)) prescribe matters and circumstances to which regard must be had when determining, for the purposes of section 91(1) of the Act, whether a dwelling is fit for human habitation. If those matters and circumstances are not complied with, the dwelling is treated as if it were unfit for human habitation.

Regulation 12 requires the landlord to provide, within 14 days of any request by the contract-holder, a written receipt for rent or other consideration paid by the contract-holder.

Regulation 13 imposes a number of requirements on the contract-holder in relation to the care of the dwelling, fixtures and fittings within the dwelling and any items listed in any inventory. This includes requiring the contract-holder to obtain the landlord’s consent before removing any of the fixtures and fittings or any items listed in any inventory from the dwelling. It requires the contract-

holder to keep the dwelling in reasonable decorative order. It also prohibits the contract-holder from keeping anything in the dwelling that would be a health and safety risk.

Regulation 14 requires the contract-holder to report to the landlord any fault, defect, damage or disrepair within the dwelling which the contract-holder reasonably believes is the landlord's responsibility. It also requires the contract-holder to undertake those repairs that they reasonably believe are not the landlord's responsibility.

Regulation 15 provides the landlord with a right, having given 24 hours' notice, to enter the dwelling at any reasonable time for the purpose of carrying out those repairs that were the contract-holder's responsibility that have not been undertaken.

Regulation 16 requires the contract-holder to give the landlord immediate access to the dwelling to deal with an emergency. It sets out that the landlord may access the dwelling in an emergency if the contract-holder does not provide access.

The landlord's right to enter the dwelling provided by regulations 15 and 16 is in addition to the circumstances set out in the Act in which the landlord has the right to enter the dwelling.

Regulations in Part 4 set out a supplementary provision which applies to all occupation contracts except fixed term standard contracts and supported standard contracts.

Regulation 18 prescribes the notice period to be given to the landlord by a joint contract-holder who wishes to withdraw from the occupation contract.

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

Regulation 20 sets out the requirement for the contract-holder to occupy the dwelling as their only or principal home. Where there are joint-contract holders at least one of them must occupy the dwelling as their only or principal home.

Regulation 21 requires the contract-holder to keep the dwelling secure and sets out how the contract-holder can change the locks in the dwelling, provided that the changes provide no less security.

Regulation 22 requires the landlord, after the contract-holder has made a notification in accordance with regulation 14(1), to inform the contract-holder whether they will be undertaking the repairs and, if so, when those repairs will be commenced and completed.

Regulation 23 requires the contract-holder to obtain the landlord's consent before making or arranging for alterations to be made to any structures in the dwelling.

Regulation 24 provides that the contract-holder can transfer the occupation contract if the landlord consents, subject to the restrictions in paragraph (2) relating to secure contract-holders.

Regulation 25 requires the landlord to provide appropriate advice to the contract-holder following their report of prohibited conduct under section 55 (anti-social behaviour and other prohibited conduct) of the Act by anyone living in any property owned by the landlord.

Regulations in Part 6 set out supplementary provisions applying only to standard contracts other than introductory standard contracts, prohibited conduct standard contracts and supported standard contracts.

Regulation 27 requires the landlord to provide an inventory to the contract-holder, within a specified timescale. It also makes provision enabling the contract-holder to make comments on the inventory and how the landlord may respond to those comments.

Regulation 28 requires the contract-holder to keep safe documents relating to the dwelling and to pass these on to the landlord as soon as possible.

Regulation 29 requires the contract-holder to obtain the landlord's consent before making alterations to the dwelling and defines "alteration" for the purposes of this regulation.

Regulation 30 requires the contract-holder to keep the dwelling secure and sets out how the contract-holder can change the locks in the dwelling, provided the changes provide no less security, and that copies of any new keys are given to the landlord.

Regulation 31 requires the contract-holder to obtain the landlord's consent before allowing lodgers to live at the dwelling.

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

Regulation 33 requires the contract-holder to give the landlord immediate access to the dwelling to deal with an emergency. It sets out how the landlord can access the dwelling in an emergency if the contract-holder does not provide access.

These 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.