
WELSH STATUTORY INSTRUMENTS

2022 No. 23

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

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⁽¹⁾.

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.

(1) 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⁽²⁾ 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.

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