
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-

Status: This is the original version (as it was originally made).

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.