

WELSH STATUTORY INSTRUMENTS

2022 No. 23

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

PART 2 **E+W**

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.

Commencement Information

I1 Reg. 3 in force at 1.12.2022, see reg. 1 (as amended by [The Renting Homes \(Wales\) Act 2016 \(Commencement No. 2 and Consequential Amendments\) Order 2022 \(S.I. 2022/906\)](#), **art. 5**)

Use of dwelling **E+W**

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

Commencement Information

I2 Reg. 4 in force at 1.12.2022, see reg. 1 (as amended by [The Renting Homes \(Wales\) Act 2016 \(Commencement No. 2 and Consequential Amendments\) Order 2022 \(S.I. 2022/906\)](#), **art. 5**)

Permitted occupiers who are not lodgers or sub-holders **E+W**

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

Commencement Information

I3 Reg. 5 in force at 1.12.2022, see reg. 1 (as amended by [The Renting Homes \(Wales\) Act 2016 \(Commencement No. 2 and Consequential Amendments\) Order 2022 \(S.I. 2022/906\)](#), **art. 5**)

Changes to the provision of utilities to the dwelling **E+W**

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.

Commencement Information

- I4** Reg. 6 in force at 1.12.2022, see reg. 1 (as amended by [The Renting Homes \(Wales\) Act 2016 \(Commencement No. 2 and Consequential Amendments\) Order 2022 \(S.I. 2022/906\)](#), [art. 5](#))

Security of the dwelling **E+W**

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.

Commencement Information

- I5** Reg. 7 in force at 1.12.2022, see reg. 1 (as amended by [The Renting Homes \(Wales\) Act 2016 \(Commencement No. 2 and Consequential Amendments\) Order 2022 \(S.I. 2022/906\)](#), [art. 5](#))

Contract-holder’s obligations at the end of the occupation contract **E+W**

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.

Commencement Information

- I6** Reg. 8 in force at 1.12.2022, see reg. 1 (as amended by [The Renting Homes \(Wales\) Act 2016 \(Commencement No. 2 and Consequential Amendments\) Order 2022 \(S.I. 2022/906\)](#), [art. 5](#))

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

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.

Commencement Information

I7 Reg. 9 in force at 1.12.2022, see reg. 1 (as amended by [The Renting Homes \(Wales\) Act 2016 \(Commencement No. 2 and Consequential Amendments\) Order 2022 \(S.I. 2022/906\)](#), **art. 5**)

Changes to legislation:

There are currently no known outstanding effects for the The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022, PART 2.