

---

WELSH STATUTORY INSTRUMENTS

---

**2022 No. 244 (W. 72)**

**HOUSING, WALES**

**The Renting Homes (Prescribed  
Forms) (Wales) Regulations 2022**

*Made* - - - - 8 March 2022

*Laid before Senedd Cymru* 10 March 2022

*Coming into force in accordance with regulation 1*

The Welsh Ministers make the following Regulations in exercise of the powers conferred by sections 236(3) and 256(1) of the Renting Homes (Wales) Act 2016<sup>(1)</sup>.

**Title and commencement**

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

**Interpretation**

2. In these Regulations—

“the Act” (“*y Ddeddf*”) means the Renting Homes (Wales) Act 2016;

“introductory standard contract” (“*contract safonol rhagarweiniol*”) has the meaning given by section 16(4) of the Act;

“prohibited conduct standard contract” (“*contract safonol ymddygiad gwaharddedig*”) has the meaning given by section 116(6) of the Act;

“standard contract” (“*contract safonol*”) has the meaning given by section 8 of the Act.

**Prescribed form**

3.—(1) The prescribed form of a notice or other document required or authorised to be given or made by or because of this Act is as set out in the following regulations and Schedule.

(2) A notice or other document in a form substantially to the same effect as the prescribed form is valid.

---

<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.

**Notice of standard contract**

4. The prescribed form of a notice under section 13 of the Act is as set out in Form RHW1 in the Schedule.

**Notice of landlord's address**

5. The prescribed form of a notice under section 39(1) of the Act is as set out in Form RHW2 in the Schedule.

**Notice of change in landlord's identity and notice of new landlord's address**

6. The prescribed form of a notice under section 39(2) of the Act is as set out in Form RHW3 in the Schedule.

**Notice of change in landlord's address**

7. The prescribed form of a notice under section 39(3) of the Act is as set out in Form RHW4 in the Schedule.

**Notice of conditions imposed by head landlord when consenting to a sub-occupation contract**

8. The prescribed form of a notice under section 61(2) of the Act is as set out in Form RHW5 in the Schedule.

**Notice of head landlord's decision to treat sub-occupation contract as a periodic standard contract**

9. The prescribed form of a notice under section 61(7) of the Act is as set out in Form RHW6 in the Schedule.

**Notice to sub-holder of a possession claim against the contract-holder**

10. The prescribed form of a notice under section 64(2) of the Act is as set out in Form RHW7 in the Schedule.

**Notice of extended possession claim against the sub-holder**

11. The prescribed form of a notice under section 65(3)(b) of the Act is as set out in Form RHW8 in the Schedule.

**Notice of potential exclusion of contract-holder after abandoning the head contract and the sub-occupation contract**

12. The prescribed form of a notice under section 66(3) of the Act is as set out in Form RHW9 in the Schedule.

**Form of transfer: transfer of an occupation contract by a contract-holder**

13. The prescribed form of a transfer under section 69(1)(a) of the Act is as set out in Form RHW10 in the Schedule.

**Form of transfer: transfer of rights and obligations under an occupation contract by a joint contract-holder**

14. The prescribed form of a transfer under section 69(1)(b) of the Act is as set out in Form RHW11 in the Schedule.

**Notice of variation of rent**

15. The prescribed form of a notice under section 104(1) or 123(1) of the Act is as set out in Form RHW12 in the Schedule.

**Notice of transfer of rights and obligations under a fixed term standard contract by a joint contract-holder**

16. The prescribed form of a notice under a contract term of the type mentioned in section 141(2) of the Act is as set out in Form RHW13 in the Schedule.

**Notice of transfer of rights and obligations under a fixed term standard contract on the death of a joint contract-holder**

17. The prescribed form of a notice under a contract term of the type mentioned in section 142(2) of the Act is as set out in Form RHW14 in the Schedule.

**Notice of temporary exclusion: supported standard contract**

18. The prescribed form of a notice under section 145(4) of the Act is as set out in Form RHW15 in the Schedule.

**Landlord's notice of termination: periodic standard contract with six-month minimum notice period (other than introductory standard contract or prohibited conduct standard contract)**

19. The prescribed form of a notice under section 173(1) of the Act is as set out in Form RHW16 in the Schedule, where—

- (a) the date specified in the notice may not be less than six months after the day on which the notice is given to the contract-holder as a result of section 174(1) of the Act<sup>(3)</sup>, and
- (b) the notice relates to a periodic standard contract other than an introductory standard contract or a prohibited conduct standard contract.

**Landlord's notice of termination: periodic standard contract with two-month minimum notice period (other than introductory standard contract or prohibited conduct standard contract)**

20. The prescribed form of a notice under section 173(1) of the Act is as set out in Form RHW17 in the Schedule, where—

- (a) the date specified in the notice may not be less than two months after the day on which the notice is given to the contract-holder as a result of—
  - (i) section 174A(1) of the Act<sup>(4)</sup>, or

---

<sup>(3)</sup> Section 174(1) was amended by section 1(2)(a) of the Renting Homes (Amendment) (Wales) 2021 Act (asc 3) (“the 2021 Act”).

<sup>(4)</sup> Section 174A was inserted by section 1(3) of the 2021 Act.

- (ii) the application of paragraph 25A(2)(5) of Schedule 12 to section 174(1) of the Act, and
- (b) the notice relates to a periodic standard contract other than an introductory standard contract or a prohibited conduct standard contract.

**Landlord’s notice of termination: introductory standard contract or prohibited conduct standard contract**

21. The prescribed form of a notice under section 173(1) of the Act, in respect of an introductory standard contract or a prohibited conduct standard contract, is as set out in Form RHW18 in the Schedule.

**Notice of withdrawal of landlord’s notice of termination: periodic standard contract**

22. The prescribed form of a notice under section 180(3) of the Act(6) is as set out in Form RHW19 in the Schedule.

**Notice of possession claim on the ground of serious rent arrears: standard contract (other than introductory standard contract or prohibited conduct standard contract)**

23. The prescribed form of a notice under—
- (a) section 182(1) of the Act, in respect of a standard contract other than an introductory standard contract or a prohibited conduct standard contract, or
  - (b) section 188(1) of the Act,

is as set out in Form RHW20 in the Schedule.

**Notice of possession claim on the ground of serious rent arrears: introductory standard contract or prohibited conduct standard contract**

24. The prescribed form of a notice under section 182(1) of the Act, in respect of an introductory standard contract or a prohibited conduct standard contract, is as set out in Form RHW21 in the Schedule.

**Landlord’s notice of termination: fixed term standard contract within Schedule 9B to the Act**

25. The prescribed form of a notice under section 186(1) of the Act(7) is as set out in Form RHW22 in the Schedule.

**Notice before making a possession claim**

26. The prescribed form of a notice under section 159(1), 161(1), 166(1), 171(1) or 192(1) of the Act is as set out in Form RHW23 in the Schedule.

**Notice of termination under landlord’s break clause: fixed term standard contract with six-month minimum notice period**

27. The prescribed form of a notice—

---

(5) Paragraph 25A of Schedule 12 was inserted by section 18 of, and paragraph 27(5) of Schedule 6 to, the 2021 Act.

(6) Section 180(3) was amended by section 8(2) of the 2021 Act.

(7) Section 186(1) was amended by section 10(1)(a) of the 2021 Act.

(a) under a contract term of the type mentioned in section 194(1)(8) of the Act (landlord's break clause), and

(b) where the date specified in the notice may not be less than six months after the day on which the notice is given to the contract-holder as a result of section 195(1) of the Act(9),

is as set out in Form RHW24 in the Schedule.

**Notice of termination under landlord's break clause: fixed term standard contract with two-month minimum notice period**

28. The prescribed form of a notice—

- (a) under a contract term of the type mentioned in section 194(1) of the Act (landlord's break clause), and
- (b) where the date specified in the notice may not be less than two months after the day on which the notice is given to the contract-holder as a result of—
- (i) section 195A(1) of the Act(10), or
  - (ii) the application of paragraph 25D(2) of Schedule 12 to sections 194 and 195 of the Act(11),

is as set out in Form RHW25 in the Schedule.

**Notice of withdrawal of notice of termination under landlord's break clause: fixed term standard contract**

29. The prescribed form of a notice under section 201(3) of the Act(12) is as set out in Form RHW26 in the Schedule.

**Notice of landlord's intention to end occupation contract due to abandonment**

30. The prescribed form of a notice under section 220(3) of the Act is as set out in RHW27 in the Schedule.

**Notice of end of occupation contract due to abandonment**

31. The prescribed form of a notice under section 220(5) of the Act is as set out in Form RHW28 in the Schedule.

**Notice of landlord's intention to end rights and obligations of a joint contract-holder due to non-occupation**

32. The prescribed form of a notice under section 225(3) of the Act is as set out in Form RHW29 in the Schedule.

**Notice of end of rights and obligations of a joint contract-holder due to non-occupation**

33. The prescribed form of a notice under section 225(6) of the Act is as set out in RHW30 in the Schedule.

---

(8) Section 194(1) was amended by section 11(1) of the 2021 Act.

(9) Section 195 was amended by section 2(2) of the 2021 Act.

(10) Section 195A was inserted by section 2(3) of the 2021 Act.

(11) Paragraph 25D of Schedule 12 was inserted by section 18 of, and paragraph 27(7) of Schedule 6 to, the 2021 Act.

(12) Section 201(3) was amended by section 8(3) of the 2021 Act.

**Notice of joint contract-holder's intention to apply for an order ending rights and obligations of another joint contract-holder due to non-occupation**

34. The prescribed form of a notice under section 227(3) of the Act is as set out in Form RHW31 in the Schedule.

**Notice of landlord's intention to apply for an order ending a joint contract-holder's rights and obligations due to prohibited conduct**

35. The prescribed form of a notice under section 230(2) of the Act is as set out in Form RHW32 in the Schedule.

**Notice to other joint contract-holders of landlord's intention to apply for an order ending a joint contract-holder's rights and obligations due to prohibited conduct**

36. The prescribed form of a notice under section 230(3) of the Act is as set out in Form RHW33 in the Schedule.

**Notice of extension of introductory period**

37. The prescribed form of a notice under paragraph 3 of Schedule 4 to the Act is as set out in Form RHW34 in the Schedule.

**Notice of intention to apply for an order imposing a prohibited conduct standard contract**

38. The prescribed form of a notice under paragraph 1(1) of Schedule 7 to the Act is as set out in Form RHW35 in the Schedule.

**Notice of end of probation period: prohibited conduct standard contract**

39. The prescribed form of a notice under paragraph 3(2) of Schedule 7 to the Act is as set out in Form RHW36 in the Schedule.

**Notice of extension of probation period: prohibited conduct standard contract**

40. The prescribed form of a notice under paragraph 4(1) of Schedule 7 to the Act is as set out in Form RHW37 in the Schedule.

**Landlord's notice of termination: fixed term standard contract (converted contract)**

41. The prescribed form of a notice under paragraph 25B(2) of Schedule 12 to the Act<sup>(13)</sup> is as set out in Form RHW38 in the Schedule.

8 March 2022

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

---

(13) Paragraph 25B of Schedule 12 was inserted by section 18 of, and paragraph 27(6) of Schedule 6 to, the 2021 Act.

SCHEDULE

Regulation 3

Prescribed Forms

Regulation 4

FORM RHW1

**Form RHW1**

**NOTICE OF STANDARD CONTRACT**

*This form is for use by a community landlord to give notice to a contract-holder under section 13 of the Renting Homes (Wales) Act 2016 that the occupation contract is a standard contract.*

<b>Part A: Community Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:	Name(s):
Address:	

<b>Part C: Dwelling</b>
Address:

<b>Part D: Notice of Standard Contract</b>	
The community landlord, in reliance of the following paragraph of Schedule 3 to the Renting Homes (Wales) Act 2016, gives notice under section 13 of that Act that the occupation contract is a standard contract.	
<i>Tick as applicable to indicate the paragraph of Schedule 3 relied upon.</i>	
1. Occupation contracts by notice	9. Service occupancy: fire and rescue services
2. Supported accommodation	10. Student accommodation
3. Introductory occupation	11. Temporary accommodation: land acquired for development
4. Accommodation for asylum seekers, etc.	12. Temporary accommodation: persons taking up employment
5. <i>Repealed - not applicable</i>	13. Temporary accommodation: short-term arrangements
6. Accommodation for homeless persons	14. Temporary accommodation: accommodation during works
7. Service occupancy: general	15. Accommodation which is not social accommodation

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

8. Service occupancy: police	<input type="checkbox"/>	16. Dwellings intended for transfer	<input type="checkbox"/>
------------------------------	--------------------------	-------------------------------------	--------------------------

<b>Part E: Right of Review</b>
You, the contract-holder, may apply to the county court for a review of the community landlord's decision to give this notice stating that the occupation contract is a standard contract.
The application must be made within 14 days of the landlord giving this notice to you.

<b>Part F: Signature</b>
Signed by, or on behalf of, the community landlord:      Date:
.....      .....

Regulation 5



## FORM RHW2

### Form RHW2

#### NOTICE OF LANDLORD'S ADDRESS

*This form is for use by a landlord to give notice to a contract-holder under section 39(1) of the Renting Homes (Wales) Act 2016 of an address to which documents intended for the landlord may be sent.*

<b>Part A: Landlord</b>		<b>Part B: Contract-Holder(s)</b>	
Name:		Name(s):	
Address:			

  

<b>Part C: Dwelling</b>	
Address:	

  

<b>Part D: Notice of Landlord's Address</b>	
Address:	
This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord.	

  

<b>Part E: Signature</b>	
Signed by, or on behalf of, the landlord:	Date:
.....	.....

Regulation 6

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

# FORM RHW3

## Form RHW3

### NOTICE OF CHANGE IN LANDLORD'S IDENTITY AND NOTICE OF NEW LANDLORD'S ADDRESS

*This form is for use by a new landlord to give notice to a contract-holder under section 39(2) of the Renting Homes (Wales) Act 2016 of a change in the identity of the landlord and of an address to which documents intended for the new landlord may be sent.*

<b>Part A: Former Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:  Address:	Name(s):

<b>Part C: Dwelling</b>
Address:

<b>Part D: Notice of Change in Landlord's Identity and Notice of New Landlord's Address</b>
There has been a change in the identity of the landlord of the above dwelling. The new landlord's details are:  Name:  Address:   This is the address to which you, the contract-holder(s), may send documents that are intended for the new landlord.

<b>Part E: Signature</b>	
Signed by, or on behalf of, the landlord:  .....	Date:  .....

Regulation 7

## FORM RHW4

### Form RHW4

#### NOTICE OF CHANGE IN LANDLORD'S ADDRESS

*This form is for use by a landlord to give notice to a contract-holder under section 39(3) of the Renting Homes (Wales) Act 2016 of a change in address to which documents intended for the landlord may be sent.*

<b>Part A: Landlord</b>		<b>Part B: Contract-Holder(s)</b>	
Name:		Name(s):	
Address:			

  

<b>Part C: Dwelling</b>	
Address:	

  

<b>Part D: Notice of Change in Landlord's Address</b>	
There has been a change in the landlord's address.	
New Address:	
This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord.	

  

<b>Part E: Signature</b>	
Signed by, or on behalf of, the landlord:	Date:
.....	.....

Regulation 8





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

## FORM RHW7

### Form RHW7

### NOTICE TO SUB-HOLDER OF A POSSESSION CLAIM AGAINST THE CONTRACT-HOLDER

*This form is for use by a head landlord to give notice to the sub-holder under section 64(2) of the Renting Homes (Wales) Act 2016 of the head landlord's intention to bring possession proceedings against the contract-holder.*

<p style="text-align: center;"><b>Part A: Head Landlord</b></p> <p>Name:</p> <p>Address:</p>	<p style="text-align: center;"><b>Part B: Sub-Holder(s)</b></p> <p>Name(s):</p>
<p style="text-align: center;"><b>Part C: Contract-Holder(s)</b> <i>Landlord(s) to the sub-holder(s)</i></p> <p>Name(s):</p> <p>Address:</p>	<p style="text-align: center;"><b>Part D: Dwelling</b></p> <p>Address:</p>
<p style="text-align: center;"><b>Part E: Notice of Possession Claim Against the Contract-Holder</b></p> <p>The head landlord gives notice to you, the sub-holder, in accordance with section 64(2) of the Renting Homes (Wales) Act 2016, of the head landlord's intention to make a possession claim against your landlord(s), the contract-holder(s) of the above dwelling, on the following grounds: <i>Clearly specify the grounds.</i></p>	
<p style="text-align: center;"><b>Part F: Signature</b></p> <p>Signed by, or on behalf of, the head landlord:      Date:</p> <p>.....      .....</p>	

## FORM RHW8

### Form RHW8

#### NOTICE OF EXTENDED POSSESSION CLAIM AGAINST THE SUB-HOLDER

*This form is for use by a head landlord to give notice to the sub-holder under section 65(3)(b) of the Renting Homes (Wales) Act 2016 of the landlord's intention to apply for an extended possession claim against the sub-holder in possession claim proceedings against the contract-holder.*

<p style="text-align: center;"><b>Part A: Head Landlord</b></p> <p>Name:</p> <p>Address:</p>	<p style="text-align: center;"><b>Part B: Sub-Holder(s)</b></p> <p>Name(s):</p>
<p style="text-align: center;"><b>Part C: Contract-Holder(s)</b> <i>Landlord(s) to the sub-holder</i></p> <p>Name(s):</p> <p>Address:</p>	<p style="text-align: center;"><b>Part D: Dwelling</b></p> <p>Address:</p>
<p style="text-align: center;"><b>Part E: Notice of Extended Possession Claim Against the Sub-Holder</b></p> <p>The head landlord gives notice to you, the sub-holder, in accordance with section 65(3)(b) of the Renting Homes (Wales) Act 2016, that the head landlord intends to apply to the court for an extended possession order against you, the sub-holder, in the proceedings on the claim against your current landlord(s), the contract-holder(s) of the above dwelling.</p> <p>You, the sub-holder, have a right to be party to the proceedings on the possession claim against the contract-holder(s).</p>	
<p style="text-align: center;"><b>Part F: Signature</b></p> <p>Signed by, or on behalf of, the head landlord:      Date:</p> <p>.....      .....</p>	

**Guidance notes for sub-holder(s)**

The head landlord is applying to the court for a possession order against your landlord. This notice advises that the head landlord intends to extend the possession claim to you. You could be required by court order to give up possession of the dwelling listed at Part D.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

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

## FORM RHW9

### Form RHW9

### NOTICE OF POTENTIAL EXCLUSION OF CONTRACT-HOLDER AFTER ABANDONING THE HEAD CONTRACT AND THE SUB-OCCUPATION CONTRACT

*This form is for use by a sub-holder to give notice to the contract-holder under section 66(3) of the Renting Homes (Wales) Act 2016 that the sub-holder believes the contract-holder no longer considers himself or herself to be a party to the head contract or the sub-occupation contract.*

<p style="text-align: center;"><b>Part A: Sub-Holder</b></p> <hr/> <p>Name:</p>  	<p style="text-align: center;"><b>Part B: Contract-Holder</b> <i>Landlord to the sub-holder</i></p> <hr/> <p>Name:</p> <p>Address:</p>  
<p style="text-align: center;"><b>Part C: Head Landlord</b></p> <hr/> <p>Name:</p> <p>Address:</p>  <p><i>The sub-holder must give a copy of this notice to the head landlord.</i></p>	<p style="text-align: center;"><b>Part D: Dwelling</b></p> <hr/> <p>Address:</p>  
<p style="text-align: center;"><b>Part E: Notice of Belief that Contract-Holder has Abandoned Contracts</b></p> <p>I, the sub-holder, give notice, in accordance with section 66(3) of the Renting Homes (Wales) Act 2016, of my belief that you, the contract-holder, no longer consider yourself to be a party to the head contract and the sub-occupation contract of the above dwelling.</p> <p>You, the contract-holder, must inform me, the sub-holder, in writing before the end of [date] ..... if you do consider yourself to be a party to one or both of those contracts. After this date, the head contract may be ended and your, the contract-holder's, rights and obligations under the sub-occupation contract may be transferred to the head landlord named at Part C.</p> <p><i>Note: The specified date must be four weeks from the day on which this notice is given to the contract-holder.</i></p>	
<p style="text-align: center;"><b>Part F: Signature</b></p> <hr/> <p>Signed by the sub-holder: <span style="float: right;">Date:</span></p> <p>..... <span style="float: right;">.....</span></p>	



## FORM RHW10

### Form RHW10

#### FORM OF TRANSFER: TRANSFER OF AN OCCUPATION CONTRACT BY A CONTRACT-HOLDER

*This form is for use by a contract-holder to transfer an occupation contract under section 69(1)(a) of the Renting Homes (Wales) Act 2016.*

<b>Part A: Contract-Holder</b> <i>The Transferor</i>	<b>Part B: Person to Whom the Occupation Contract is Transferred</b> <i>The Transferee</i>
Name: Address:	Name: Address:
<b>Part C: Landlord</b>	<b>Part D: Dwelling</b>
Name: Address:	Address:
<b>Part E: Transfer</b>	
On [date] ..... the transferor named in Part A transfers the occupation contract of the above dwelling to the transferee named in Part B.	
<b>Part F: Signatories</b>	
Signed or executed by the transferor: ..... Date: .....	
Signed or executed by the transferee: ..... Date: .....	

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

<b>Part F: Signatories (continued)</b>
Signed or executed by the landlord (if required): .....
Date: .....
<i>Note: The occupation contract will state if the landlord's consent to this transfer is required. There are circumstances where the landlord is treated as having consented, as set out in section 84 of the Renting Homes (Wales) Act 2016.</i>

Regulation 14

## FORM RHW11

### Form RHW11

#### FORM OF TRANSFER: TRANSFER OF RIGHTS AND OBLIGATIONS UNDER AN OCCUPATION CONTRACT BY A JOINT CONTRACT-HOLDER

*This form is for use by a joint contract-holder to transfer his or her rights and obligations under an occupation contract under section 69(1)(b) of the Renting Homes (Wales) Act 2016.*

<b>Part A: Joint Contract-Holder</b> <i>The Transferor</i>	<b>Part B: Person to Whom the Rights and Obligations Under the Occupation Contract are Transferred</b> <i>The Transferee</i>
Name: Address:	Name: Address:
<b>Part C: Landlord</b>	<b>Part D: Dwelling</b>
Name: Address:	Address:
<b>Part E: Transfer</b>	
On [date] ..... the transferor named at Part A transfers their rights and obligations under the occupation contract of the above dwelling to the transferee named at Part B.	
<b>Part F: Signatories</b>	
Signed or executed by the transferor: ..... Date: .....	
Signed or executed by the transferee: ..... Date: .....	

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

<b>Part F: Signatories (continued)</b>
Signed or executed by the landlord (if required): .....
Date: .....
<i>Note: The occupation contract will state if the landlord's consent to this transfer is required. There are circumstances where the landlord is treated as having consented, as set out in section 84 of the Renting Homes (Wales) Act 2016.</i>

Regulation 15



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

## FORM RHW13

### Form RHW13

#### NOTICE OF TRANSFER OF RIGHTS AND OBLIGATIONS UNDER A FIXED TERM STANDARD CONTRACT BY A JOINT CONTRACT-HOLDER

*This form is for use by a joint contract-holder ("joint contract-holder A") to give notice to the other joint contract-holder(s) ("joint contract-holder(s) B") under section 141(2) of the Renting Homes (Wales) Act 2016 that a transfer of joint contract-holder A's rights and obligations under a fixed term standard contract will be made.*

<p style="text-align: center;"><b>Part A: Joint Contract-Holder A</b> <i>The Transferor</i></p> <hr/> <p>Name:</p>	<p style="text-align: center;"><b>Part B: Joint Contract-Holder(s) B</b></p> <hr/> <p>Name(s):</p>
<p style="text-align: center;"><b>Part C: Person to Whom A's Rights and Obligations are to be Transferred</b> <i>The Transferee</i></p> <hr/> <p>Name:</p> <p>Address:</p>	<p style="text-align: center;"><b>Part D: Dwelling</b></p> <hr/> <p>Address:</p>
<p style="text-align: center;"><b>Part E: Landlord</b></p> <hr/> <p>Name:</p> <p>Address:</p>	
<p style="text-align: center;"><b>Part F: Notice of Transfer</b></p> <hr/> <p>I, joint contract-holder A, give notice to you, joint contract-holder(s) B, that a transfer of my rights and obligations under the fixed term standard occupation contract of the above dwelling will be made to the person named at Part C.</p>	
<p style="text-align: center;"><b>Part G: Signature</b></p> <hr/> <p>Signed by joint contract-holder A: <span style="float: right;">Date:</span></p> <p>..... <span style="float: right;">.....</span></p>	

Regulation 17

## FORM RHW14

### Form RHW14

#### NOTICE OF TRANSFER OF RIGHTS AND OBLIGATIONS UNDER A FIXED TERM STANDARD CONTRACT ON THE DEATH OF A JOINT CONTRACT-HOLDER

*This form is for use by a joint contract-holder ("joint contract-holder A") of a fixed term standard contract to give notice under section 142(2) of the Renting Homes (Wales) Act 2016 to the other joint contract-holder(s) ("joint contract-holder(s) B") that a transfer of joint contract-holder A's rights and obligations under the occupation contract will be made on his or her death.*

<b>Part A: Joint Contract-Holder A</b> <i>The Transferor</i>	<b>Part B: Joint Contract-Holder(s) B</b>
Name:	Name(s):
<b>Part C: Person to Whom A's Rights and Obligations are Intended to be Transferred on Death of A</b> <i>The Intended Transferee</i>	
Name:	<b>Part D: Dwelling</b>
	Address:
<b>Part E: Landlord</b>	
Name:	
Address:	
<b>Part F: Notice of Transfer</b>	
I, joint contract-holder A, give notice to you, joint contract-holder(s) B, that on my death my rights and obligations under the occupation contract of the above dwelling will be transferred in the course of the administration of my estate to the person named at Part C.	
<b>Part G: Signature</b>	
Signed by joint contract-holder A:	Date:
.....	.....

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

## FORM RHW15

### Form RHW15

#### NOTICE OF TEMPORARY EXCLUSION: SUPPORTED STANDARD CONTRACT

*This form is for use by a community landlord or a registered charity to give notice to a supported standard contract-holder to temporarily leave the dwelling under section 145(4) of the Renting Homes (Wales) Act 2016.*

*This form must be given to the contract-holder required to leave the dwelling at the time when the landlord is requiring him or her to leave or as soon as reasonably practicable afterwards.*

Part A: Landlord	Part B: Contract-Holder
Name:	Name:
Address:	

Part C: Dwelling
Address:

Part D: Notice of Temporary Exclusion
<p>The landlord reasonably believes that you, the contract-holder, have done one or more of the following acts:</p> <p><i>Tick as applicable.</i></p> <p><input type="checkbox"/> Used violence against any person in the dwelling</p> <p><input type="checkbox"/> Done something in the dwelling which creates a risk of significant harm to any person</p> <p><input type="checkbox"/> Behaved in the dwelling in a way which seriously impedes the ability of another resident of supported accommodation provided by the landlord to benefit from the support provided in connection with that accommodation</p>
<p>The specifics of the act(s) are as follows:</p> <p><i>Clearly set out the specifics.</i></p>    



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

<b>Part D: Notice of Temporary Exclusion (continued)</b>	
The landlord requires you, the contract-holder, to temporarily leave the dwelling on [time and date of exclusion] ..... for the period specified below.	
Period of exclusion: [number of hours and minutes up to a maximum of 48 hours] .....	
You may return to the dwelling on [time and date of return] .....	
The landlord may use the power to exclude you no more than three times in any six month period.	
This exclusion is the first exclusion in a six month period <b>or</b> the second/third period of exclusion [delete as applicable] in the period running from [date of first exclusion] .....	
<i>Note: The landlord should provide the contract-holder with information which will assist the contract-holder in accessing the Homelessness Advice Services and local hostels/shelters. The information provided by the landlord should be in a format which is appropriate to the contract-holder.</i>	

<b>Part E: Signature</b>	
Signed by, or on behalf of, the landlord:	Date <b>and time</b> of signature:
.....	.....

Regulation 19



### **Guidance notes for contract-holders**

This notice is the first step requiring you to give up possession of the dwelling identified at Part C. You should read it very carefully. If you do not give up possession by the date given in Part D, your landlord may apply to the court for an order requiring you to give up possession.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

### **Restrictions on giving this notice**

#### First six months of occupation

In accordance with section 175 of the Renting Homes (Wales) Act 2016, this notice may not be given within the first six months of the occupation date of the contract. If the occupation contract is a substitute occupation contract (as defined in section 175(3) of that Act), this notice may not be given within the first six months of the occupation date of the original contract. This restriction does not apply if the occupation contract falls within Schedule 9 to that Act:

- |  |   |
|--|---|
| <i>1. Prohibited conduct standard contracts</i>  | <i>7. Service occupancy</i>                                       |
| <i>2. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i> | <i>8. Service occupancy: police</i>                               |
| <i>3. Supported accommodation</i>  | <i>9. Service occupancy: fire and rescue services</i>             |
| <i>4. Accommodation for asylum seekers, etc.</i>   | <i>10. Temporary accommodation: land acquired for development</i> |
| <i>5. Repealed – not applicable</i>  | <i>11. Temporary accommodation: short-term arrangements</i>       |
| <i>6. Accommodation for homeless persons</i>   | <i>12. Temporary accommodation: accommodation during works</i>    |

#### Breaches of statutory obligations

In accordance with section 176 of the Renting Homes (Wales) Act 2016, this notice may not be given at a time when there is a breach of any statutory obligations listed in Schedule 9A to that Act:

- 1. Failure to provide written statement;*
- 2. Six month restriction following failure to provide written statement within the period specified in section 31 (of that Act);*
- 3. Failure to provide information;*
- 3A. Failure to provide valid energy performance certificate;*
- 4. Breach of security and deposit requirements;*
- 5. Prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019;*
- 5A. Failure to ensure that working smoke alarms and carbon monoxide alarms are installed;*
- 5B. Failure to supply electrical condition report etc.;*
- 5C. Failure to provide gas safety report to contract-holder.*

This notice may not be given unless the requirements of section 44 of the Housing (Wales) Act 2014 have been complied with.

In accordance with section 75 of the Housing Act 2004, this notice may not be given in relation to an HMO which is unlicensed in accordance with that Act.

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

**Withdrawal of previous notice**

In accordance with section 177 of the Renting Homes (Wales) Act 2016, if the landlord has previously given a notice under section 173 of that Act and has subsequently withdrawn it, the landlord may not give the contract-holder(s) a further notice of termination under section 173 of that Act within six months of the date that the notice was withdrawn. This is subject to the exception that within 28 days of the first notice of termination under section 173 of that Act (which was subsequently withdrawn), the landlord can give the contract-holder(s) one further notice of termination.

**Retaliatory possession claim**

A contract-holder may enforce or rely upon the landlord's obligations in relation to fitness for human habitation and to keep the dwelling in repair under sections 91 and 92 of the Renting Homes (Wales) Act 2016. If the landlord issues this notice in response, a court may consider that the landlord is making a possession claim to avoid complying with those obligations (a retaliatory claim). In accordance with section 217 of that Act, the court may refuse to make an order for possession if it considers that the possession claim is a retaliatory claim.

In accordance with section 177A of the Renting Homes (Wales) Act 2016, this notice may not be given within six months of the court refusing to make an order for possession because it considered the claim to be a retaliatory claim.

**Restrictions on bringing a possession claim**

**Time limits**

In accordance with section 179 of the Renting Homes (Wales) Act 2016, the landlord may not make a possession claim before the date listed in Part D of this notice **or** after two months of that date.

Regulation 20

## FORM RHW17

### Form RHW17

#### LANDLORD’S NOTICE OF TERMINATION: PERIODIC STANDARD CONTRACT WITH TWO-MONTH MINIMUM NOTICE PERIOD (OTHER THAN INTRODUCTORY STANDARD CONTRACT OR PROHIBITED CONDUCT STANDARD CONTRACT)

*This form is for use by a landlord to give notice to a periodic standard contract-holder entitled to a two-month minimum notice period (except those holding an introductory standard contract or prohibited conduct standard contract) under section 173(1) of the Renting Homes (Wales) Act 2016 that he or she must give up possession of the dwelling on a specified date.*

Part A: Landlord	Part B: Contract-Holder(s)
Name:  Address:	Name(s):

Part C: Dwelling
Address:

Part D: Notice to Give Up Possession
<p>In accordance with section 173 of the Renting Homes (Wales) Act 2016, the landlord gives notice to you, the contract-holder(s), that you must give up possession of the dwelling above on [date]                  .....</p> <p>If you, the contract-holder(s), do not give up possession of the dwelling on the date specified above, the landlord may make a possession claim to the court.</p> <p><i>Note: The specified date must not be less than two months after the day on which this notice is given to the contract-holder(s).</i></p>

Part E: Signature				
<table style="width: 100%;"> <tr> <td style="width: 50%;">Signed by, or on behalf of, the landlord:</td> <td style="width: 50%;">Date:</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table>	Signed by, or on behalf of, the landlord:	Date:	.....	.....
Signed by, or on behalf of, the landlord:	Date:			
.....	.....			

#### Use of this form

This form should only be used where the periodic standard contract has a two-month minimum notice period and is not an introductory standard contract or prohibited conduct standard contract. Guidance on this is overleaf. If the periodic standard contract has a six-month minimum notice period, **Form RHW16** should be used.

If the periodic standard contract is an introductory standard contract or prohibited conduct standard contract, **Form RHW18** should be used, regardless of the length of the notice period.

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

### **Guidance notes for contract-holders**

This notice is the first step requiring you to give up possession of the dwelling identified at Part C. You should read it very carefully. If you do not give up possession by the date given in Part D, your landlord may apply to the court for an order requiring you to give up possession.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

### **Two-month minimum notice period**

An occupation contract may have a two-month minimum notice period because:

- a) it is a **converted contract**: immediately before the coming into force of the Renting Homes (Wales) Act 2016, the occupation contract was an assured shorthold tenancy (paragraph 25A of Schedule 12 to that Act), or
- b) the occupation contract falls within Schedule 8A to the Renting Homes (Wales) Act (section 174A of that Act):

- |  |   |
|--|---|
| <i>1. Prohibited conduct standard contracts</i>  | <i>7. Service occupancy</i>                                       |
| <i>2. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i> | <i>8. Service occupancy: police</i>                               |
| <i>3. Accommodation for students in higher education</i>   | <i>9. Service occupancy: fire and rescue services</i>             |
| <i>4. Supported accommodation</i>  | <i>10. Temporary accommodation: land acquired for development</i> |
| <i>5. Accommodation for asylum seekers, etc.</i>   | <i>11. Temporary accommodation: short-term arrangements</i>       |
| <i>6. Accommodation for homeless persons</i>   | <i>12. Temporary accommodation: accommodation during works</i>    |

### **Restrictions on giving this notice**

#### First four/six months of occupation

In accordance with section 175 of the Renting Homes (Wales) Act 2016, this notice may not be given within the first **six** months of the occupation date of the contract. If the occupation contract was an assured shorthold tenancy immediately before the coming into force of that Act (a **converted contract**), this notice may not be given within the first **four** months of the occupation date of the contract. In either case, this restriction does not apply if the occupation contract falls within Schedule 9 to that Act:

- |  |   |
|--|---|
| <i>1. Prohibited conduct standard contracts</i>  | <i>7. Service occupancy</i>                                       |
| <i>2. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i> | <i>8. Service occupancy: police</i>                               |
| <i>3. Supported accommodation</i>  | <i>9. Service occupancy: fire and rescue services</i>             |
| <i>4. Accommodation for asylum seekers, etc.</i>   | <i>10. Temporary accommodation: land acquired for development</i> |
| <i>5. Repealed – not applicable</i>  | <i>11. Temporary accommodation: short-term arrangements</i>       |
| <i>6. Accommodation for homeless persons</i>   | <i>12. Temporary accommodation: accommodation during works</i>    |

#### Breaches of statutory obligations

In accordance with section 176 of the Renting Homes (Wales) Act 2016, this notice may not be given at a time when there is a breach of any statutory obligations listed in Schedule 9A to that Act:

- 1. Failure to provide written statement;*
- 2. Six month restriction following failure to provide written statement within the period specified in section 31 (of that Act);*
- 3. Failure to provide information;*

- 3A. Failure to provide valid energy performance certificate;*
- 4. Breach of security and deposit requirements;*
- 5. Prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019;*
- 5A. Failure to ensure that working smoke alarms and carbon monoxide alarms are installed;*
- 5B. Failure to supply electrical condition report etc.;*
- 5C. Failure to provide gas safety report to contract-holder.*

This notice may not be given unless the requirements of section 44 of the Housing (Wales) Act 2014 have been complied with.

In accordance with section 75 of the Housing Act 2004, this notice may not be given in relation to an HMO which is unlicensed in accordance with that Act.

#### Withdrawal of previous notice

In accordance with section 177 of the Renting Homes (Wales) Act 2016, if the landlord has previously given a notice under section 173 of that Act and has subsequently withdrawn it, the landlord may not give the contract-holder(s) a further notice of termination under section 173 of that Act within six months of the date that the notice was withdrawn. This is subject to the exception that within 28 days of the first notice of termination under section 173 of that Act (which was subsequently withdrawn), the landlord can give the contract-holder(s) one further notice of termination.

#### Retaliatory possession claim

A contract-holder may enforce or rely upon the landlord's obligations in relation to fitness for human habitation and to keep the dwelling in repair under sections 91 and 92 of the Renting Homes (Wales) Act 2016. If the landlord issues this notice in response, a court may consider that the landlord is making a possession claim to avoid complying with those obligations (a retaliatory claim). In accordance with section 217 of that Act, the court may refuse to make an order for possession if it considers that the possession claim is a retaliatory claim.

In accordance with section 177A of the Renting Homes (Wales) Act 2016, this notice may not be given within six months of the court refusing to make an order for possession because it considered the claim to be a retaliatory claim.

#### **Restrictions on bringing a possession claim**

##### Time limits

In accordance with section 179 of the Renting Homes (Wales) Act 2016, the landlord may not make a possession claim before the date listed in Part D of this notice **or** after two months of that date.





### **Guidance notes for contract-holders**

This notice is the first step requiring you to give up possession of the dwelling identified at Part C. You should read it very carefully. If you do not give up possession by the date given in Part D, your landlord may apply to the court for an order requiring you to give up possession.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

### **Minimum notice period**

A prohibited conduct standard contract has a minimum notice period of two months. An introductory standard contract has a minimum notice period of six months, unless it falls within Schedule 8A to the Renting Homes (Wales) Act (see section 174A) in which case the minimum notice period is two months:

- |  |   |
|--|---|
| <i>1. Prohibited conduct standard contracts</i>  | <i>7. Service occupancy</i>                                       |
| <i>2. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i> | <i>8. Service occupancy: police</i>                               |
| <i>3. Accommodation for students in higher education</i>   | <i>9. Service occupancy: fire and rescue services</i>             |
| <i>4. Supported accommodation</i>  | <i>10. Temporary accommodation: land acquired for development</i> |
| <i>5. Accommodation for asylum seekers, etc.</i>   | <i>11. Temporary accommodation: short-term arrangements</i>       |
| <i>6. Accommodation for homeless persons</i>   | <i>12. Temporary accommodation: accommodation during works</i>    |

### **Restrictions on giving this notice**

#### First six months of occupation (introductory standard contracts only)

In accordance with section 175 of the Renting Homes (Wales) Act 2016, this notice may not be given within the first six months of the occupation date of the introductory standard occupation contract. This restriction does not apply if the occupation contract falls within Schedule 9 to that Act:

- |  |   |
|--|---|
| <i>1. Prohibited conduct standard contracts</i>  | <i>7. Service occupancy</i>                                       |
| <i>2. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i> | <i>8. Service occupancy: police</i>                               |
| <i>3. Supported accommodation</i>  | <i>9. Service occupancy: fire and rescue services</i>             |
| <i>4. Accommodation for asylum seekers, etc.</i>   | <i>10. Temporary accommodation: land acquired for development</i> |
| <i>5. Repealed – not applicable</i>  | <i>11. Temporary accommodation: short-term arrangements</i>       |
| <i>6. Accommodation for homeless persons</i>   | <i>12. Temporary accommodation: accommodation during works</i>    |

#### Breaches of statutory obligations

In accordance with section 176 of the Renting Homes (Wales) Act 2016, this notice may not be given at a time when there is a breach of any statutory obligations listed in Schedule 9A to that Act:

- 1. Failure to provide written statement;*
- 2. Six month restriction following failure to provide written statement within the period specified in section 31 (of that Act);*
- 3. Failure to provide information;*
  - 3A. Failure to provide valid energy performance certificate;*
- 4. Breach of security and deposit requirements;*
- 5. Prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019;*
  - 5A. Failure to ensure that working smoke alarms and carbon monoxide alarms are installed;*
  - 5B. Failure to supply electrical condition report etc.;*
  - 5C. Failure to provide gas safety report to contract-holder.*

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

This notice may not be given unless the requirements of section 44 of the Housing (Wales) Act 2014 have been complied with.

In accordance with section 75 of the Housing Act 2004, this notice may not be given in relation to an HMO which is unlicensed in accordance with that Act.

Withdrawal of previous notice

In accordance with section 177 of the Renting Homes (Wales) Act 2016, if the landlord has previously given a notice under section 173 of that Act and has subsequently withdrawn it, the landlord may not give the contract-holder(s) a further notice of termination under section 173 of that Act within six months of the date that the notice was withdrawn. This is subject to the exception that within 28 days of the first notice of termination under section 173 of that Act (which was subsequently withdrawn), the landlord can give the contract-holder(s) one further notice of termination.

Retaliatory possession claim

A contract-holder may enforce or rely upon the landlord's obligations in relation to fitness for human habitation and to keep the dwelling in repair under sections 91 and 92 of the Renting Homes (Wales) Act 2016. If the landlord issues this notice in response, a court may consider that the landlord is making a possession claim to avoid complying with those obligations (a retaliatory claim). In accordance with section 217 of that Act, the court may refuse to make an order for possession if it considers that the possession claim is a retaliatory claim.

In accordance with section 177A of the Renting Homes (Wales) Act 2016, this notice may not be given within six months of the court refusing to make an order for possession because it considered the claim to be a retaliatory claim.

**Restrictions on bringing a possession claim**

Time limits

In accordance with section 179 of the Renting Homes (Wales) Act 2016, the landlord may not make a possession claim before the date listed in Part D of this notice **or** after two months of that date.

Regulation 22

## FORM RHW19

### Form RHW19

#### NOTICE OF WITHDRAWAL OF LANDLORD'S NOTICE OF TERMINATION: PERIODIC STANDARD CONTRACT

*This form is for use by a landlord to give notice to a contract-holder under section 180(3) of the Renting Homes (Wales) Act 2016 that the notice previously given under section 173 of that Act is withdrawn.*

Part A: Landlord	Part B: Contract-Holder(s)
Name:  Address:	Name(s):  

Part C: Dwelling
Address:  

Part D: Withdrawal of Notice to Give Up Possession
On [date] ..... the landlord gave notice under section 173 of the Renting Homes (Wales) Act 2016 that you, the contract-holder(s), are required to give up possession of the dwelling on [date] .....
The landlord now gives further notice under section 180(3) of that Act that the previous notice referred to above is withdrawn. If this notice is given <b>after</b> 28 days from the date of the previous notice, you, the contract-holder(s), may object to the withdrawal in writing within a reasonable period.
This notice must be given before the occupation contract ends.

Part E: Right to Object to the Withdrawal
<i>Tick as applicable.</i>
<input type="checkbox"/> This notice is provided <b>during</b> the 28 days from the date of the previous notice under section 173 of the Renting Homes (Wales) Act 2016. You, the contract-holder(s), may <b>not</b> object to the withdrawal of that notice.
<input type="checkbox"/> This notice is provided <b>after</b> 28 days from the date of the previous notice under section 173 of the Renting Homes (Wales) Act 2016. You, the contract-holder(s), may object to the withdrawal of that notice. Any objection must be in writing and must be issued to the landlord before the end of a reasonable period.

Part F: Signature	
Signed by, or on behalf of, the landlord:  .....	Date:  .....

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

**Use of this form**

This form should be used for all periodic standard contracts, including introductory standard contracts or prohibited conduct standard contracts and regardless of the length of the notice period.

**Restrictions on giving further notices**

The landlord may not give the contract-holder(s) a further notice of termination under section 173 of the Renting Homes (Wales) Act 2016 within six months of the date of this withdrawal notice.

This is subject to the exception that within 28 days of the first notice of termination under section 173 of that Act (i.e. the notice which this notice withdraws) the landlord can give the contract-holder(s) one further notice of termination under section 173 of that Act.

Regulation 23

## FORM RHW20

### Form RHW20

#### NOTICE OF POSSESSION CLAIM ON THE GROUND OF SERIOUS RENT ARREARS: STANDARD CONTRACT (OTHER THAN INTRODUCTORY STANDARD CONTRACT OR PROHIBITED CONDUCT STANDARD CONTRACT)

*This form is for use by a landlord to give notice to a contract-holder of a standard contract (except those holding an introductory standard contract or prohibited conduct standard contract) under section 182(1) or 188(1) of the Renting Homes (Wales) Act 2016 that the landlord intends to make a possession claim to the court.*

Part A: Landlord	Part B: Contract-Holder(s)
Name:  Address:	Name(s):  

Part C: Dwelling
Address:  

Part D: Notice of Possession Claim
The landlord gives notice to you, the contract-holder(s), that the landlord intends to apply to the court for an order requiring you to give up possession of the above dwelling on the ground of serious rent arrears. The details of your serious rent arrears are as follows: <i>Tick as applicable.</i>
<input type="checkbox"/> At least eight weeks' rent is unpaid (where rent is paid weekly/fortnightly/four-weekly)
<input type="checkbox"/> At least two months' rent is unpaid (where rent is paid monthly)
<input type="checkbox"/> At least one quarter's rent is more than three months in arrears (where rent is paid quarterly)
<input type="checkbox"/> At least 25% of the rent is more than three months in arrears (where rent is paid annually)

Part E: Signature	
Signed by, or on behalf of, the landlord:  .....	Date:  .....

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

**Use of this form**

This form should **not** be used for introductory standard contracts or prohibited conduct standard contracts. **Form RHW21** should be used for those types of occupation contracts.

**Restrictions on proceedings following this notice**

The landlord may not make a possession claim before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder(s) this notice, or after the end of the period of six months starting with that day.

**Guidance notes for contract-holders**

This notice tells you that your landlord intends to begin proceedings for possession of the dwelling identified at Part C. You should read it carefully and seek advice about your circumstances as quickly as possible.

The earliest date on which possession proceedings can begin is 14 days from the date of this notice.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

Regulation 24

# FORM RHW21

## Form RHW21

### LANDLORD'S NOTICE OF POSSESSION CLAIM ON THE GROUND OF SERIOUS RENT ARREARS: INTRODUCTORY STANDARD CONTRACT OR PROHIBITED CONDUCT STANDARD CONTRACT

*This form is for use by a landlord to give notice to a contract-holder of an introductory standard contract or a prohibited conduct standard contract under section 182(1) of the Renting Homes (Wales) Act 2016 that the landlord intends to make a possession claim to the court on the ground of serious rent arrears.*

<b>Part A: Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:	Name(s):
Address:	

<b>Part C: Dwelling</b>
Address:

<b>Part D: Notice of Possession Claim</b>
The landlord gives notice to you, the contract-holder(s), that the landlord intends to apply to the court for an order requiring you to give up possession of the above dwelling on the ground of serious rent arrears. The details of your serious rent arrears are as follows: <i>Tick as applicable.</i>
<input type="checkbox"/> At least eight weeks' rent is unpaid (where rent is paid weekly/fortnightly/four-weekly)
<input type="checkbox"/> At least two months' rent is unpaid (where rent is paid monthly)
<input type="checkbox"/> At least one quarter's rent is more than three months in arrears (where rent is paid quarterly)
<input type="checkbox"/> At least 25% of the rent is more than three months in arrears (where rent is paid annually)

<b>Part E: Right to Request Review</b>
You, the contract-holder(s), under section 202(2) of the Renting Homes (Wales) Act 2016, may request that the landlord reviews the decision to give this notice. A request for a review must be made to the landlord by [date] .....
<i>Note: The specified date must be at least 14 days after the day on which the landlord gives the contract-holder(s) this notice.</i>

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

<b>Part F: Signature</b>	
Signed by, or on behalf of, the landlord:	Date:
.....	.....

**Restrictions on proceedings following this notice**

The landlord may not make a possession claim before the end of the period of one month starting with the day on which the landlord gives the contract-holder(s) this notice, or after the end of the period of six months starting with that day.

**Guidance notes for contract-holders**

This notice tells you that your landlord intends to begin proceedings for possession of the dwelling identified at Part C. You should read it carefully and seek advice about your circumstances as quickly as possible.

The earliest date on which possession proceedings can begin is one month from the date of this notice.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

Regulation 25



## FORM RHW22

### Form RHW22

#### LANDLORD'S NOTICE OF TERMINATION: FIXED TERM STANDARD CONTRACT WITHIN SCHEDULE 9B TO THE RENTING HOMES (WALES) ACT 2016

*This form is for use by a landlord to give notice to a contract-holder of a fixed term standard contract which is within Schedule 9B to the Renting Homes (Wales) Act 2016, under section 186(1) of that Act that he or she must give up possession of the dwelling on a specified date.*

Part A: Landlord	Part B: Contract-Holder(s)
Name:  Address:	Name(s):

Part C: Dwelling
Address:

Part D: Notice to Give Up Possession
<p>In accordance with section 186 of the Renting Homes (Wales) Act 2016, the landlord gives notice to you, the contract-holder(s), that you must give up possession of the dwelling above on [date] .....</p> <p>If you, the contract-holder(s), do not give up possession of the dwelling on the date specified above, the landlord may make a possession claim to the court.</p> <p>This notice must be given before or on the last day of the term for which the contract was made.</p> <p><i>Note: The specified date must not be before the last day of the term for which the occupation contract was made, or less than two months after the day on which this notice is given to the contract-holder(s).</i></p>

Part E: Signature	
Signed by, or on behalf of, the landlord:  .....	Date:  .....

#### Guidance notes for contract-holders

This notice is the first step requiring you to give up possession of the dwelling identified at Part C. You should read it very carefully. If you do not give up possession by the date given in Part D, your landlord may apply to the court for an order requiring you to give up possession.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

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

### **Restrictions on giving this notice**

#### Breaches of statutory obligations

In accordance with section 186A of the Renting Homes (Wales) Act 2016, this notice may not be given at a time when there is a breach of any statutory obligations listed in Schedule 9A to that Act:

- 1. Failure to provide written statement;*
- 2. Six month restriction following failure to provide written statement within the period specified in section 31 (of that Act);*
- 3. Failure to provide information;*
  - 3A. Failure to provide valid energy performance certificate;*
- 4. Breach of security and deposit requirements;*
- 5. Prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019;*
  - 5A. Failure to ensure that working smoke alarms and carbon monoxide alarms are installed;*
  - 5B. Failure to supply electrical condition report etc.;*
  - 5C. Failure to provide gas safety report to contract-holder.*

This notice may not be given unless the requirements of section 44 of the Housing (Wales) Act 2014 have been complied with.

In accordance with section 75 of the Housing Act 2004, this notice may not be given in relation to an HMO which is unlicensed in accordance with that Act.

#### Schedule 9B to the Renting Homes (Wales) Act 2016

This notice may only be given to a contract-holder of a fixed term standard contract which is within Schedule 9B of the Renting Homes (Wales) Act 2016:

- 1. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2 (of that Act);*
- 2. Supported accommodation;*
- 3. Accommodation for asylum seekers, etc.;*
- 4. Accommodation for homeless persons;*
- 5. Service occupancy;*
- 6. Service occupancy: police;*
- 7. Service occupancy: fire and rescue services;*
- 8. Temporary accommodation: land acquired for development;*
- 9. Temporary accommodation: short-term arrangements;*
- 10. Temporary accommodation: accommodation during works.*

Regulation 26

## FORM RHW23

### Form RHW23

#### NOTICE BEFORE MAKING A POSSESSION CLAIM

*This form is for use by a landlord to give notice to a contract-holder under section 159(1), 161(1), 166(1), 171(1) or 192(1) of the Renting Homes (Wales) Act 2016 that the landlord intends to make a possession claim to the court.*

<b>Part A: Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:	Name(s):
Address:	
<b>Part C: Dwelling</b>	
Address:	
<b>Part D: Notice of Possession Claim</b>	
The landlord gives notice to the you, the contract-holder(s) of the above dwelling that the landlord intends to make a possession claim to the court on the following ground of the Renting Homes (Wales) Act 2016:	
<input type="checkbox"/> <b>Breach of contract</b> (section 157) <i>Clearly state the particulars of the breach, including whether section 55 (anti-social behaviour and other prohibited conduct) is relied upon.</i>	
<input type="checkbox"/> <b>Estate management grounds</b> (section 160 and Schedule 8) <i>Tick as applicable to indicate the paragraph of Schedule 8 relied upon.</i> <ul style="list-style-type: none"> <li><input type="checkbox"/> Ground A (building works)</li> <li><input type="checkbox"/> Ground B (redevelopment schemes)</li> <li><input type="checkbox"/> Ground C (charities)</li> <li><input type="checkbox"/> Ground D (dwelling suitable for disabled people)</li> <li><input type="checkbox"/> Ground E (housing associations and housing trusts: people difficult to house)</li> <li><input type="checkbox"/> Ground F (groups of dwellings for people with special needs)</li> <li><input type="checkbox"/> Ground G (reserve successors)</li> <li><input type="checkbox"/> Ground H (joint contract-holders)</li> <li><input type="checkbox"/> Ground I (other estate management reasons)</li> </ul> <i>State the reasons overleaf.</i>	

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

<b>Part D: Notice of Possession Claim (continued)</b>
<i>If Ground I (other estate management reasons) is relied upon, clearly state the reasons, e.g. overcrowding under Part 10 of the Housing Act 1985.</i>
<input type="checkbox"/> <b>Contract-holder’s failure to give up possession of the dwelling</b> following the contract-holder providing notice to end the contract (section 165, 170 or 191)

<b>Part E: Signature</b>				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Signed by, or on behalf of, the landlord:</td> <td style="width: 50%; border: none;">Date:</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> </table>	Signed by, or on behalf of, the landlord:	Date:	.....	.....
Signed by, or on behalf of, the landlord:	Date:			
.....	.....			

**Guidance notes for contract-holders**

This notice tells you that your landlord intends to begin proceedings for possession of the dwelling identified at Part C. You should read it carefully and seek advice about your circumstances as quickly as possible.

The earliest date on which possession proceedings can begin will depend on the ground(s) on which possession is sought, which are listed at Part D. Explanations of the restrictions applicable to particular grounds are provided below.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

**Restrictions on proceedings following this notice**

Restriction applicable to the breach of contract ground

The landlord may make a possession claim in reliance on a breach of section 55 (anti-social behaviour and other prohibited conduct) **on or after the day** on which the landlord gives the contract-holder a possession notice specifying a breach of that section.

The landlord may not make a possession claim in reliance on a breach of any other term of the occupation contract before the end of the period of **one month** starting with the day on which the landlord gives the contract-holder a possession notice specifying a breach of that term.

In either case, the landlord may not make a possession claim after the end of the period of **six months** starting with the day on which the landlord gives the contract-holder the possession notice.

Restriction applicable to the estate management grounds

The landlord may not make a possession claim before the end of the period of **one month** starting with the day on which the landlord gives the contract-holder a possession notice, or after the end of the period of **six months** starting with the day on which the landlord gives the contract-holder the possession notice.

If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Renting Homes (Wales) Act 2016 and is subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.

Restriction applicable to the estate management grounds (continued)

The landlord may not give the contract-holder a possession notice specifying estate management Ground G (accommodation not required by successor):

- (a) before the end of the period of **six months** starting with the day on which the landlord (or in the case of the joint landlords, any one of them) became aware of the previous contract-holder's death, or
- (b) after the end of the period of **12 months** starting with that day.

The landlord may not give the contract-holder a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of **six months** starting with the day on which the joint contract-holder's rights and obligations under the contract ended.

Restrictions applicable to the recovery of possession ground provided by sections 165, 170 and 191

The landlord may make a possession claim **on or after the day** on which the landlord gives the contract-holder a possession notice, but the landlord may not make a possession claim after the end of the period of **six months** starting with that day.

The landlord may not give the contract-holder a possession notice specifying the ground in section 165, 171 or 191 (as applicable) after the end of the period of **two months** starting with the date specified in any notice given under section 163 or 168 or the contract-holder's break clause (as applicable) as the date on which the contract-holder would give up possession of the dwelling.

Regulation 27

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

## FORM RHW24

### Form RHW24

#### NOTICE OF TERMINATION UNDER LANDLORD'S BREAK CLAUSE: FIXED TERM STANDARD CONTRACT WITH SIX-MONTH MINIMUM NOTICE PERIOD

*This form is for use by a landlord to give notice to a contract-holder of a fixed term standard contract entitled to a six-month minimum notice period, in accordance with the landlord's break clause and section 194(1) of the Renting Homes (Wales) Act 2016, that he or she must give up possession of the dwelling on a specified date. This form may only be given where the occupation contract contains a landlord's break clause **and** is either for a term of 2 years or more or is within Schedule 9C to the Renting Homes (Wales) Act 2016.*

Part A: Landlord	Part B: Contract-Holder(s)
Name:	Name(s):
Address:	

Part C: Dwelling
Address:

Part D: Notice to Give Up Possession
<p>The landlord gives notice of the exercise of the landlord's break clause in the occupation contract of the above dwelling. The landlord requires you, the contract-holder(s), to give up possession of the dwelling on [date] .....</p> <p><i>Note: The specified date must not be less than six months after the day on which notice is given to the contract-holder(s) in accordance with the landlord's break clause.</i></p>

Part E: Signature				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Signed by, or on behalf of, the landlord:</td> <td style="width: 50%; border: none;">Date:</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> </table>	Signed by, or on behalf of, the landlord:	Date:	.....	.....
Signed by, or on behalf of, the landlord:	Date:			
.....	.....			

**Guidance notes for contract-holders**

This notice is the first step requiring you to give up possession of the dwelling identified at Part C. You should read it very carefully. If you do not give up possession by the date given in Part D, your landlord may apply to the court for an order requiring you to give up possession.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

### **Restrictions on giving this notice**

#### Occupation contract must contain a landlord's break clause

In accordance with section 194 of the Renting Homes (Wales) Act 2016, this notice may only be given if the fixed term standard contract contains a landlord's break clause. The contract may only contain a landlord's break clause if it is for a term of two years or more **or** is listed in Schedule 9C to that Act:

- |  |  |
|--|--|
| <i>1. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2 (to that Act)</i> | <i>6. Service occupancy: police</i>                              |
| <i>2. Supported accommodation</i>  | <i>7. Service occupancy: fire and rescue services</i>            |
| <i>3. Accommodation for asylum seekers, etc.</i>   | <i>8. Temporary accommodation: land acquired for development</i> |
| <i>4. Accommodation for homeless persons</i>   | <i>9. Temporary accommodation: short-term arrangements</i>       |
| <i>5. Service occupancy</i>  | <i>10. Temporary accommodation: accommodation during works</i>   |

#### First 18 months of occupation

In accordance with section 196 of the Renting Homes (Wales) Act 2016, this notice may not be given during the first 18 months of the occupation contract. This restriction does not apply if the occupation contract falls within Schedule 9 to that Act:

- |  |   |
|--|---|
| <i>1. Prohibited conduct standard contracts</i>  | <i>7. Service occupancy</i>                                       |
| <i>2. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i> | <i>8. Service occupancy: police</i>                               |
| <i>3. Supported accommodation</i>  | <i>9. Service occupancy: fire and rescue services</i>             |
| <i>4. Accommodation for asylum seekers, etc.</i>   | <i>10. Temporary accommodation: land acquired for development</i> |
| <i>5. Repealed – not applicable</i>  | <i>11. Temporary accommodation: short-term arrangements</i>       |
| <i>6. Accommodation for homeless persons</i>   | <i>12. Temporary accommodation: accommodation during works</i>    |

#### Breaches of statutory obligations

In accordance with section 197 of the Renting Homes (Wales) Act 2016, this notice may not be given at a time when there is a breach of any statutory obligations listed in Schedule 9A to that Act:

- 1. Failure to provide written statement;*
- 2. Six month restriction following failure to provide written statement within the period specified in section 31 (of that Act);*
- 3. Failure to provide information;*
- 3A. Failure to provide valid energy performance certificate;*
- 4. Breach of security and deposit requirements;*
- 5. Prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019;*
- 5A. Failure to ensure that working smoke alarms and carbon monoxide alarms are installed;*
- 5B. Failure to supply electrical condition report etc.;*
- 5C. Failure to provide gas safety report to contract-holder.*

This notice may not be given unless the requirements of section 44 of the Housing (Wales) Act 2014 have been complied with.

In accordance with section 75 of the Housing Act 2004, this notice may not be given in relation to an HMO which is unlicensed in accordance with that Act.

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

Retaliatory possession claim

A contract-holder may enforce or rely upon the landlord's obligations in relation to fitness for human habitation and to keep the dwelling in repair under sections 91 and 92 of the Renting Homes (Wales) Act 2016. If the landlord issues this notice in response, a court may consider that the landlord is making a possession claim to avoid complying with those obligations (a retaliatory claim). In accordance with section 217 of that Act, the court may refuse to make an order for possession if it considers that the possession claim is a retaliatory claim.

In accordance with section 198 of the Renting Homes (Wales) Act 2016, this notice may not be given within six months of the court refusing to make an order for possession because it considered the claim to be a retaliatory claim.

**Restrictions on bringing a possession claim**

Time limits

In accordance with section 200 of the Renting Homes (Wales) Act 2016, the landlord may not make a possession claim before the date listed in Part D of this notice **or** after two months of that date.

Regulation 28



## FORM RHW25

### Form RHW25

#### NOTICE OF TERMINATION UNDER LANDLORD'S BREAK CLAUSE: FIXED TERM STANDARD CONTRACT WITH TWO-MONTH MINIMUM NOTICE PERIOD

*This form is for use by a landlord to give notice to a contract-holder of a fixed term standard contract entitled to a two-month minimum notice period, in accordance with the landlord's break clause and section 194(1) of that Act, that he or she must give up possession of the dwelling on a specified date.*

<b>Part A: Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:	Name(s):
Address:	

<b>Part C: Dwelling</b>
Address:

<b>Part D: Notice to Give Up Possession</b>
The landlord gives notice of the exercise of the landlord's break clause in the occupation contract of the above dwelling. The landlord requires you, the contract-holder(s), to give up possession of the dwelling on [date] .....
<i>Note: The specified date must not be less than two months after the day on which notice is given to the contract-holder(s) in accordance with the landlord's break clause.</i>

<b>Part E: Signature</b>	
Signed by, or on behalf of, the landlord:	Date:
.....	.....

#### Guidance notes for contract-holders

This notice is the first step requiring you to give up possession of the dwelling identified at Part C. You should read it very carefully. If you do not give up possession by the date given in Part D, your landlord may apply to the court for an order requiring you to give up possession.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

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

### **Two-month minimum notice period**

An occupation contract may have a two-month minimum notice period because:

- a) it is a converted contract: immediately before the coming into force of the Renting Homes (Wales) Act 2016, the occupation contract was a tenancy or licence for a fixed term containing a landlord's break clause (paragraph 25D of Schedule 12 to that Act), or
- b) the occupation contract falls within Schedule 8A to the Renting Homes (Wales) Act (section 195A of that Act):

- |  |   |
|--|---|
| <i>1. Prohibited conduct standard contracts</i>  | <i>7. Service occupancy</i>                                       |
| <i>2. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i> | <i>8. Service occupancy: police</i>                               |
| <i>3. Accommodation for students in higher education</i>   | <i>9. Service occupancy: fire and rescue services</i>             |
| <i>4. Supported accommodation</i>  | <i>10. Temporary accommodation: land acquired for development</i> |
| <i>5. Accommodation for asylum seekers, etc.</i>   | <i>11. Temporary accommodation: short-term arrangements</i>       |
| <i>6. Accommodation for homeless persons</i>   | <i>12. Temporary accommodation: accommodation during works</i>    |

### **Restrictions on giving this notice**

#### Occupation contract must contain a landlord's break clause

In accordance with section 194 of the Renting Homes (Wales) Act 2016, this notice may only be given if the fixed term standard contract contains a landlord's break clause.

If the contract is a converted contract, it may only contain a landlord's break clause if immediately prior to the coming into force of that Act, the tenancy or licence also contained a landlord's break clause.

If the occupation contract was made after the coming into force of that Act, it may only contain a landlord's break clause if it is for a term of two years or more **or** is listed in Schedule 9C to that Act:

- |  |  |
|--|--|
| <i>1. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2 (to that Act)</i> | <i>6. Service occupancy: police</i>                              |
| <i>2. Supported accommodation</i>  | <i>7. Service occupancy: fire and rescue services</i>            |
| <i>3. Accommodation for asylum seekers, etc.</i>   | <i>8. Temporary accommodation: land acquired for development</i> |
| <i>4. Accommodation for homeless persons</i>   | <i>9. Temporary accommodation: short-term arrangements</i>       |
| <i>5. Service occupancy</i>  | <i>10. Temporary accommodation: accommodation during works</i>   |

#### First four/18 months of occupation

In accordance with section 196 of the Renting Homes (Wales) Act 2016, this notice may not be given within the first **18** months of the occupation date of the occupation contract.

If the occupation contract was a tenancy or licence for a fixed term containing a landlord's break clause immediately before the coming into force of that Act (a converted contract), this notice may not be given within the first **four** months of the occupation date of the contract.

In either case, this restriction does not apply if the occupation contract falls within Schedule 9 to that Act:

- |  |   |
|--|---|
| <i>1. Prohibited conduct standard contracts</i>  | <i>7. Service occupancy</i>                                       |
| <i>2. Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2</i> | <i>8. Service occupancy: police</i>                               |
| <i>3. Supported accommodation</i>  | <i>9. Service occupancy: fire and rescue services</i>             |
| <i>4. Accommodation for asylum seekers, etc.</i>   | <i>10. Temporary accommodation: land acquired for development</i> |
| <i>5. Repealed – not applicable</i>  | <i>11. Temporary accommodation: short-term arrangements</i>       |
| <i>6. Accommodation for homeless persons</i>   | <i>12. Temporary accommodation: accommodation during works</i>    |

#### Breaches of statutory obligations

In accordance with section 197 of the Renting Homes (Wales) Act 2016, this notice may not be given at a time when there is a breach of any statutory obligations listed in Schedule 9A to that Act:

- 1. Failure to provide written statement;*
- 2. Six month restriction following failure to provide written statement within the period specified in section 31 (of that Act);*
- 3. Failure to provide information;*
- 3A. Failure to provide valid energy performance certificate;*
- 4. Breach of security and deposit requirements;*
- 5. Prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019;*
- 5A. Failure to ensure that working smoke alarms and carbon monoxide alarms are installed;*
- 5B. Failure to supply electrical condition report etc.;*
- 5C. Failure to provide gas safety report to contract-holder.*

This notice may not be given unless the requirements of section 44 of the Housing (Wales) Act 2014 have been complied with.

In accordance with section 75 of the Housing Act 2004, this notice may not be given in relation to an HMO which is unlicensed in accordance with that Act.

#### Retaliatory possession claim

A contract-holder may enforce or rely upon the landlord's obligations in relation to fitness for human habitation and to keep the dwelling in repair under sections 91 and 92 of the Renting Homes (Wales) Act 2016. If the landlord issues this notice in response, a court may consider that the landlord is making a possession claim to avoid complying with those obligations (a retaliatory claim). In accordance with section 217 of that Act, the court may refuse to make an order for possession if it considers that the possession claim is a retaliatory claim.

In accordance with section 198 of the Renting Homes (Wales) Act 2016, this notice may not be given within six months of the court refusing to make an order for possession because it considered the claim to be a retaliatory claim.

#### **Restrictions on bringing a possession claim**

##### Time limits

In accordance with section 200 of the Renting Homes (Wales) Act 2016, the landlord may not make a possession claim before the date listed in Part D of this notice **or** after two months of that date.

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

## FORM RHW26

### Form RHW26

#### NOTICE OF WITHDRAWAL OF NOTICE OF TERMINATION UNDER LANDLORD'S BREAK CLAUSE: FIXED TERM STANDARD CONTRACT

*This form is for use by a landlord to give notice to a contract-holder under section 201(3) of the Renting Homes (Wales) Act 2016 that the notice previously given in accordance with the landlord's break clause is withdrawn.*

<b>Part A: Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:  Address:	Name(s):

<b>Part C: Dwelling</b>
Address:

<b>Part D: Withdrawal of Notice to Give Up Possession</b>
<p>On [date] ..... the landlord gave notice, in accordance with the landlord's break clause in the occupation contract, that you, the contract-holder(s), are required to give up possession of the above dwelling on [date] .....</p> <p>The landlord now gives further notice under section 201(3) of the Renting Homes (Wales) Act 2016 that the previous notice referred to above is withdrawn. If this notice is given <b>after</b> 28 days from the date of the previous notice, you, the contract-holder(s), may object to the withdrawal.</p> <p>This notice must be given before the occupation contract ends.</p>

<b>Part E: Right to Object to the Withdrawal</b>
<i>Tick as applicable.</i>
<input type="checkbox"/> This notice is provided <b>during</b> the 28 days from the date of the previous notice under section 194 of the Renting Homes (Wales) Act 2016. You, the contract-holder(s), may <b>not</b> object to the withdrawal of that notice.
<input type="checkbox"/> This notice is provided <b>after</b> 28 days from the date of the previous notice under section 194 of the Renting Homes (Wales) Act 2016. You, the contract-holder(s), may object to the withdrawal of that notice. Any objection must be in writing and must be issued to the landlord before the end of a reasonable period.

<b>Part F: Signature</b>				
<table style="width: 100%;"> <tr> <td style="width: 50%;">Signed by, or on behalf of, the landlord:</td> <td style="width: 50%;">Date:</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table>	Signed by, or on behalf of, the landlord:	Date:	.....	.....
Signed by, or on behalf of, the landlord:	Date:			
.....	.....			

## FORM RHW27

### Form RHW27

#### NOTICE OF LANDLORD'S INTENTION TO END OCCUPATION CONTRACT DUE TO ABANDONMENT

*This form is for use by a landlord to give notice to a contract-holder under section 220(3) of the Renting Homes (Wales) Act 2016 of the landlord's intention to end the occupation contract because the landlord believes that the contract-holder has abandoned the dwelling.*

<p style="text-align: center;"><b>Part A: Landlord</b></p> <p>Name:</p> <p>Address:</p>	<p style="text-align: center;"><b>Part B: Contract-Holder(s)</b></p> <p>Name(s):</p>				
<p style="text-align: center;"><b>Part C: Sub-Holder(s) and Lodger(s)</b></p> <p>Name(s) <i>(if applicable)</i>:</p>  <p><i>The landlord must give a copy of this notice to any lodger or sub-holder of the contract-holder(s).</i></p>	<p style="text-align: center;"><b>Part D: Dwelling</b></p> <p>Address:</p>				
<p style="text-align: center;"><b>Part E: Notice of Intention to End Occupation Contract</b></p> <p>The landlord believes that you, the contract-holder(s), have abandoned the above dwelling.</p> <p>If you, the contract-holder(s), have not abandoned the dwelling, you <b>must</b> inform the landlord in writing before the end of the warning period on [date] .....</p> <p>During the warning period, the landlord will make such enquiries as are necessary to satisfy the landlord that you, the contract-holder(s), have abandoned the dwelling. If at the end of the warning period the landlord is satisfied that you, the contract-holder(s), have abandoned the dwelling, the landlord intends to end the occupation contract.</p> <p>If you do not respond by the above date stating the dwelling is not abandoned, the landlord may be able to end the occupation contract on the issuing of a further notice (<b>Form RHW28</b>). Any personal property remaining in the dwelling after any abandonment will be dealt with in accordance with regulations made under section 221 of the Renting Homes (Wales) Act 2016.</p> <p><i>Note: The specified date must be four weeks from the day on which this notice is given to the contract-holder.</i></p>					
<p style="text-align: center;"><b>Part F: Signature</b></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Signed by, or on behalf of, the landlord:</td> <td style="width: 50%; border: none;">Date:</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> </table>		Signed by, or on behalf of, the landlord:	Date:	.....	.....
Signed by, or on behalf of, the landlord:	Date:				
.....	.....				

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

## FORM RHW28

### Form RHW28

#### NOTICE OF END OF OCCUPATION CONTRACT DUE TO ABANDONMENT

*This form is for use by a landlord to give notice to a contract-holder under section 220(5) of the Renting Homes (Wales) Act 2016 that the occupation contract is at an end due to the contract-holder abandoning the dwelling and that the landlord is recovering possession of the dwelling without court proceedings. This notice must have been preceded by a notice under section 220(3) of the Renting Homes (Wales) Act 2016 (Form RHW27).*

<b>Part A: Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:  Address:	Name(s):

<b>Part C: Sub-Holder(s) and Lodger(s)</b>	<b>Part D: Dwelling</b>
Name(s) (if applicable):  <i>The landlord must give a copy of this notice to any lodger or sub-holder of the contract-holder(s).</i>	Address:

<b>Part E: Notice of Intention to End Occupation Contract</b>
<p>Following the notice under section 220(3) of the Renting Homes (Wales) Act 2016 given on [date of previous notice] ....., the warning period has ended and the landlord is satisfied that you, the contract-holder(s), have abandoned the above dwelling.</p> <p>The landlord gives notice that the occupation contract of the above dwelling ends on [date] .....</p> <p>The landlord will recover possession of the above dwelling without court proceedings on [date] .....</p> <p>Any personal property remaining in the dwelling after any abandonment will be dealt with in accordance with regulations made under section 221 of the Renting Homes (Wales) Act 2016.</p> <p><i>Note: The specified dates must be at least four weeks from the day on which the previous notice is given to the contract-holder. This notice must not be given before the end of the warning period specified in the previous notice.</i></p>

<b>Part F: Signature</b>	
Signed by, or on behalf of, the landlord:  .....	Date:  .....

## FORM RHW29

### Form RHW29

#### NOTICE OF LANDLORD'S INTENTION TO END RIGHTS AND OBLIGATIONS OF A JOINT CONTRACT-HOLDER DUE TO NON-OCCUPATION

*This form is for use by a landlord to give notice to a joint contract-holder under section 225(3) of the Renting Homes (Wales) Act 2016 that the landlord intends to end the joint contract-holder's rights and obligations under the occupation contract because it is a term of the occupation contract that the joint contract-holder must occupy the dwelling as his or her only or principal home and the landlord believes that the joint contract-holder does not occupy or intend to occupy the dwelling.*

<b>Part A: Landlord</b>	<b>Part B: Joint Contract-Holder</b> <i>Who the landlord believes does not occupy and does not intend to occupy the dwelling</i>
Name:  Address:	Name:  Address (if known):
<b>Part C: Other Joint Contract-Holder(s)</b>	<b>Part D: Dwelling</b>
Name(s):   <i>The landlord must give a copy of this notice to each of the other joint contract-holders.</i>	Address:
<b>Part E: Notice of Intention to End Rights and Obligations of the Person Named at Part B</b>	
A joint contract-holder is required to occupy the dwelling if it is a term of the occupation contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.  The occupation contract of the above dwelling provides as follows:  <i>Insert the term of the occupation contract which requires the joint contract-holder to occupy the dwelling as his or her only or principal home.</i>	

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

<b>Part E: Notice of Intention to End Rights and Obligations of the Person Named at Part B (continued)</b>	
The landlord believes that the joint contract-holder named at Part B does not occupy the dwelling and does not intend to occupy the dwelling.	
If the joint contract-holder named at Part B occupies or intends to occupy the dwelling, he or she <b>must</b> inform the landlord in writing before the end of the warning period on [date] .....	
During the warning period, the landlord will make such enquiries as are necessary to satisfy himself or herself that the joint contract-holder named at Part B does not occupy or does not intend to occupy the dwelling.	
If at the end of the warning period the landlord is satisfied that the joint contract-holder named at Part B does not occupy or does not intend to occupy the dwelling, the landlord intends to end the joint contract-holder named at Part B's rights and obligations under occupation contract.	
If the joint contract-holder named at Part B does not respond by the above date stating he or she occupies or intends to occupy the dwelling, the landlord may be able to end that person's rights and obligations under the occupation contract on the issuing of a further notice ( <b>Form RHW30</b> ).	
<i>Note: The specified date must be four weeks from the day on which this notice is given to the joint contract-holder named at Part B.</i>	

<b>Part F: Signature</b>	
Signed by, or on behalf of, the landlord:	Date:
.....	.....

Regulation 33



# FORM RHW30

## Form RHW30

### NOTICE OF END OF RIGHTS AND OBLIGATIONS OF A JOINT CONTRACT-HOLDER DUE TO NON-OCCUPATION

*This form is for use by a landlord to give notice to a joint contract-holder under section 225(6) of the Renting Homes (Wales) Act 2016 that their rights and obligations under the occupation contract are at an end due to non-occupation of the dwelling. This notice must have been preceded by a notice under section 225(3) of the Renting Homes (Wales) Act 2016 (Form RHW29).*

<b>Part A: Landlord</b>	<b>Part B: Joint Contract-Holder</b> <i>Who is to cease to be a party to the occupation contract</i>
Name:	Name:
Address:	Address (if known):

<b>Part C: Other Joint Contract-Holder(s)</b>	<b>Part D: Dwelling</b>
Name(s) (if applicable):	Address:
<i>The landlord must give a copy of this notice to each of the other joint contract-holders.</i>	

<b>Part E: Notice of End of Rights and Obligations of the Person Named at Part B</b>
<p>Following the notice given on [date of previous notice] ....., the warning period has ended and the landlord is satisfied that the joint contract-holder named at Part B does not occupy and does not intend to occupy the above dwelling.</p> <p>The landlord gives notice that the rights and obligations of the joint contract-holder named at Part B under the occupation contract are to end. The joint contract-holder named at Part B will cease to be a party to the occupation contract on [date] .....</p> <p><i>Note: The specified date must be eight weeks from the day on which this notice is given to the joint contract-holder named at Part B. This notice must not be given before the end of the warning period specified in the previous notice.</i></p>

<b>Part F: Signature</b>	
Signed by, or on behalf of, the landlord:	Date:
.....	.....

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

## FORM RHW31

### Form RHW31

#### NOTICE OF JOINT CONTRACT-HOLDER’S INTENTION TO APPLY FOR AN ORDER ENDING RIGHTS AND OBLIGATIONS OF ANOTHER JOINT CONTRACT-HOLDER DUE TO NON-OCCUPATION

*This form is for use by a joint contract-holder (“joint contract-holder A”) to give notice to another joint contract-holder (“joint contract-holder B”) under section 227(3) of the Renting Homes (Wales) Act 2016 (“the Act”) of joint contract-holder A’s intention to apply to the court for an order to end joint contract-holder B’s rights and obligations under the occupation contract because it is a term of the occupation contract that the joint contract-holder must occupy the dwelling as his or her only or principal home and joint contract-holder A believes that joint contract-holder B does not occupy or intend to occupy the dwelling.*

<p style="text-align: center;"><b>Part A: Joint Contract-Holder A</b></p> <hr/> <p>Name:</p>	<p style="text-align: center;"><b>Part B: Joint Contract-Holder B</b> <i>Who Joint Contract-Holder A believes does not occupy and does not intend to occupy the dwelling</i></p> <hr/> <p>Name:</p> <p>Address (if known):</p>
<p style="text-align: center;"><b>Part C: Other Joint Contract-Holder(s)</b></p> <hr/> <p>Name(s) <i>(if applicable)</i>:</p> <p style="font-size: small; margin-top: 10px;"><i>Joint contract-holder A must give a copy of this notice to each of the other joint contract-holders.</i></p>	<p style="text-align: center;"><b>Part D: Landlord</b></p> <hr/> <p>Name:</p> <p>Address:</p> <p style="font-size: small; margin-top: 10px;"><i>Joint contract-holder A must give a copy of this notice to the landlord.</i></p>
<p style="text-align: center;"><b>Part E: Dwelling</b></p> <hr/> <p>Address:</p>	
<p style="text-align: center;"><b>Part F: Notice of Intention to Apply for an Order Ending Joint Contract-Holder B’s Rights and Obligations Under the Occupation Contract</b></p> <hr/> <p>The joint contract-holder named at Part A believes that the joint contract-holder named at Part B does not occupy and does not intend to occupy the dwelling above as his or her only or principal home.</p> <p>If the joint contract-holder named at Part B occupies or intends to occupy the dwelling, he or she <b>must</b> inform the joint contract-holder listed at Part A in writing before the end of the warning period on [date] .....</p> <p style="font-size: small; margin-top: 10px;"><i>Note: The specified date must be four weeks from the day on which this notice is given to the contract-holder.</i></p>	

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

<p><b>Part F: Notice of Intention to Apply for an Order Ending Joint Contract-Holder B's Rights and Obligations Under the Occupation Contract (continued)</b></p> <p>During the warning period, the joint contract-holder named at Part A will make such enquiries as are necessary to satisfy himself or herself that the joint contract-holder named at Part B does not occupy or does not intend to occupy the dwelling.</p> <p>If at the end of the warning period the joint contract-holder named at Part A is satisfied that the joint contract-holder named at Part B does not occupy or does not intend to occupy the dwelling, the joint contract-holder named at Part A may apply to the court for an order ending the joint contract-holder named at Part B's rights and obligations under the occupation contract.</p>
--

<b>Part G: Signature</b>	
Signed by joint contract-holder A:	Date:
.....	.....

Regulation 35



#### **Guidance notes for landlords**

The landlord must also provide the other joint contract-holders with a notice under section 230(3) of the Renting Homes (Wales) Act 2016 (**Form RHW33**) stating that the landlord believes that the joint contract-holder is in breach of section 55 of that Act and that the landlord will apply to the court for an order ending that joint contract-holder's rights and obligations under the contract.

#### **Restrictions on proceedings following this notice**

The landlord may make an application to the court at any time before the end of the period of six months starting with the day on which the landlord gives this notice to the joint contract-holder named at Part B.

#### **Guidance notes for contract-holders**

This notice tells you that your landlord intends to begin proceedings to end your occupation of the dwelling identified at Part C. You should read it carefully and seek advice about your circumstances as quickly as possible.

Court proceedings may begin immediately following the landlord providing you with this notice.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

Regulation 36

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

## FORM RHW33

### Form RHW33

#### NOTICE TO OTHER JOINT CONTRACT-HOLDERS OF LANDLORD'S INTENTION TO APPLY FOR AN ORDER ENDING A JOINT CONTRACT-HOLDER'S RIGHTS AND OBLIGATIONS DUE TO PROHIBITED CONDUCT

*This form is for use by a landlord to give notice to other joint contract-holders under section 230(3) of the Renting Homes (Wales) Act 2016 that the landlord believes that another joint contract-holder is in breach of section 55 of that Act and will apply to the court for an order ending that joint contract-holder's rights and obligations under the occupation contract.*

<p style="text-align: center;"><b>Part A: Landlord</b></p> <hr/> <p>Name:</p> <p>Address:</p>	<p style="text-align: center;"><b>Part B: Joint Contract-Holder</b></p> <p style="text-align: center;"><i>Who the landlord believes is in breach of section 55 of the Renting Homes (Wales) Act 2016</i></p> <hr/> <p>Name:</p>				
<p style="text-align: center;"><b>Part C: Other Joint Contract-Holder(s)</b></p> <hr/> <p>Name(s):</p>	<p style="text-align: center;"><b>Part D: Dwelling</b></p> <hr/> <p>Address:</p>				
<p style="text-align: center;"><b>Part D: Notice of Intention to Apply for an Order Ending Another Joint Contract-Holder's Rights and Obligations Under the Occupation Contract</b></p> <hr/> <p>The landlord believes that the joint contract-holder named at Part B is in breach of section 55 of the Renting Homes (Wales) Act 2016 (anti-social behaviour and other prohibited conduct).</p> <p>The landlord gives notice of their intention to apply to the court for an order ending the rights and obligations of the joint contract-holder named at Part B under the occupation contract.</p>					
<p style="text-align: center;"><b>Part E: Signature</b></p> <hr/> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;">Signed by, or on behalf of, the landlord:</td> <td style="width: 50%; border: none;">Date:</td> </tr> <tr> <td style="border: none;">.....</td> <td style="border: none;">.....</td> </tr> </table>		Signed by, or on behalf of, the landlord:	Date:	.....	.....
Signed by, or on behalf of, the landlord:	Date:				
.....	.....				

Regulation 37

## FORM RHW34

### Form RHW34

#### NOTICE OF EXTENSION OF INTRODUCTORY PERIOD

*This form is for use by a landlord to give notice to a contract-holder under paragraph 3 of Schedule 4 to the Renting Homes (Wales) Act 2016 that the introductory period of an introductory standard contract is extended.*

Part A: Landlord	Part B: Contract-Holder(s)
Name:  Address:	Name(s):  

Part C: Dwelling
Address:  

Part D: Notice of Extension of Introductory Period
<p>The landlord has decided to extend the introductory period of the introductory standard contract of the above dwelling to the period of 18 months, starting on the introduction date.</p> <p>The introduction date is [date] ..... and the introductory period of 18 months ends on [date] .....</p> <p>The reasons for the decision to extend the introductory period are as follows: <i>Clearly state the reasons.</i></p>

Part E: Right to Request Review
<p>You, the contract-holder(s), under paragraph 4 of Schedule 4 to the Renting Homes (Wales) Act 2016, may request that the landlord reviews the decision to extend the introductory period. A request for a review must be made to the landlord by [date] .....</p> <p><i>Note: The specified date must be at least 14 days after the day on which the landlord gives the contract-holder(s) this notice.</i></p>

Part F: Signature
Signed by, or on behalf of, the landlord:                      Date:  .....

*This notice must be given to the contract-holder at least eight weeks before the day on which the introductory period would otherwise have ended.*

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

## FORM RHW35

### Form RHW35

#### NOTICE OF INTENTION TO APPLY FOR AN ORDER IMPOSING A PROHIBITED CONDUCT STANDARD CONTRACT

*This form is for use by a landlord to give notice to a contract-holder under paragraph 1(1) of Schedule 7 to the Renting Homes (Wales) Act 2016 that the landlord intends to apply to the court (under section 116 of that Act) for an order imposing a periodic standard contract ("a prohibited conduct standard contract") due to prohibited conduct (as described by section 55 of that Act).*

<b>Part A: Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:  Address:	Name(s):

<b>Part C: Dwelling</b>
Address:

<b>Part D: Notice of Intention to Apply for an Order Imposing a Periodic Standard Contract ("Prohibited Conduct Standard Contract")</b>
<p>The landlord gives notice that he or she intends to apply to the court for an order imposing a periodic standard contract ("a prohibited conduct standard contract") under section 116 of the Renting Homes (Wales) Act 2016, on the ground that you, the contract-holder, are in breach of section 55 of that Act (anti-social behaviour and other prohibited conduct).</p> <p>The particulars of the conduct in respect of which an order is sought are as follows: <i>Clearly specify the particulars.</i></p> <p>Proceedings may not be brought <b>before</b> [date] .....</p> <p><i>Note: The specified date may be the date on which this notice is given to the contract-holder.</i></p> <p>Proceedings may not be brought <b>after</b> [date] .....</p> <p><i>Note: The specified date must be the end of the period of six months starting with the day on which the notice is given to the contract-holder.</i></p>

<b>Part E: Signature</b>	
Signed by, or on behalf of, the landlord:  .....	Date:  .....



## FORM RHW36

### Form RHW36

#### NOTICE OF END OF PROBATION PERIOD: PROHIBITED CONDUCT STANDARD CONTRACT

*This form is for use by a landlord to give notice to a contract-holder under paragraph 3(2) of Schedule 7 to the Renting Homes (Wales) Act 2016 that the probation period of a prohibited conduct standard contract is to end.*

<b>Part A: Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:  Address:	Name(s):
<b>Part C: Dwelling</b>	
Address:	
<b>Part D: Notice of End of Probation Period</b>	
The landlord gives notice that the probation period, in relation to the occupation contract of the above dwelling, will end on [date] ....., at which time the occupation contract will be replaced by a secure contract.	
<b>Part E: Signature</b>	
Signed by, or on behalf of, the landlord:  .....	Date:  .....

Regulation 40

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

# FORM RHW37

## Form RHW37

### NOTICE OF EXTENSION OF PROBATION PERIOD: PROHIBITED CONDUCT STANDARD CONTRACT

*This form is for use by a landlord to give notice to a contract-holder under paragraph 4(1) of Schedule 7 to the Renting Homes (Wales) Act 2016 that the probation period, in relation to an occupation contract which is a periodic standard contract because of an order under section 116 of that Act, is to be extended to the period of 18 months.*

<b>Part A: Landlord</b>	<b>Part B: Contract-Holder(s)</b>
Name:	Name(s):
Address:	

<b>Part C: Dwelling</b>
Address:

<b>Part D: Notice of Extension of Probation Period</b>
The landlord has decided to extend the probation period of the prohibited conduct standard contract of the above dwelling to the period of 18 months starting on the occupation date of the contract. The probation period will end on [date] .....
The reasons for the decision to extend the probation period are as follows: <i>Clearly state the reasons.</i>

<b>Part E: Right to Request Review</b>
You, the contract-holder(s), under paragraph 5 of Schedule 7 to the Renting Homes (Wales) Act 2016, may request that the landlord reviews the decision to extend the probation period. A request for a review must be made to the landlord by [date] .....
<i>Note: The specified date must be at least 14 days after the day on which the landlord gives the contract-holder(s) this notice.</i>

<b>Part F: Signature</b>	
Signed by, or on behalf of, the landlord:	Date:
.....	.....

*Note: This notice must be given to the contract-holder at least eight weeks before the day on which the probation period would otherwise have ended.*

## FORM RHW38

### Form RHW38

#### LANDLORD'S NOTICE OF TERMINATION: FIXED TERM STANDARD CONTRACT (CONVERTED CONTRACT)

*This form is for use by a landlord to give notice to a contract-holder of a fixed term standard contract (which is not within Schedule 9B to the Renting Homes (Wales) Act 2016 and immediately before the coming into force of that Act was a tenancy or licence for a fixed term) under paragraph 25B(2) of Schedule 12 to that Act, that he or she must give up possession of the dwelling on a specified date.*

Part A: Landlord		Part B: Contract-Holder(s)	
Name:		Name(s):	
Address:			

  

Part C: Dwelling	
Address:	

  

Part D: Notice to Give Up Possession	
In accordance with paragraph 25B(2) of Schedule 12 to the Renting Homes (Wales) Act 2016, the landlord gives notice to you, the contract-holder(s), that you must give up possession of the dwelling above on [date] .....	
If you, the contract-holder(s), do not give up possession of the dwelling on the date specified above, the landlord may make a possession claim to the court.	
This notice must be given before or on the last day of the term for which the occupation contract was made.	
<i>Note: The specified date may not be:</i>	
<i>-Less than six months after the occupation date (including the occupation date of a substitute tenancy or licence),</i>	
<i>-Before the last day of the term for which the converted contract was made, or</i>	
<i>-Less than two months after the day on which this notice is given to the contract-holder(s).</i>	

  

Part E: Signature	
Signed by, or on behalf of, the landlord:	Date:
.....	.....

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

### **Guidance notes for contract-holders**

This notice is the first step requiring you to give up possession of the dwelling identified at Part C. You should read it very carefully. If you do not give up possession by the date given in Part D, your landlord may apply to the court for an order requiring you to give up possession.

If you are in any doubt or need advice about any aspect of this notice, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. If you believe you are at risk of homelessness as a result of receiving this notice, you should contact your local authority for support.

### **Restrictions on giving this notice**

#### Breaches of statutory obligations

In accordance with section 186A of the Renting Homes (Wales) Act 2016, this notice may not be given at a time when there is a breach of any statutory obligations listed in Schedule 9A to that Act:

1. *Failure to provide written statement;*
2. *Six month restriction following failure to provide written statement within the period specified in section 31 (of that Act);*
3. *Failure to provide information;*
- 3A. *Failure to provide valid energy performance certificate;*
4. *Breach of security and deposit requirements;*
5. *Prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019;*
- 5A. *Failure to ensure that working smoke alarms and carbon monoxide alarms are installed;*
- 5B. *Failure to supply electrical condition report etc.;*
- 5C. *Failure to provide gas safety report to contract-holder.*

This notice may not be given unless the requirements of section 44 of the Housing (Wales) Act 2014 have been complied with.

In accordance with section 75 of the Housing Act 2004, this notice may not be given in relation to an HMO which is unlicensed in accordance with that Act.

## **EXPLANATORY NOTE**

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

These Regulations prescribe the form of certain notices and other documents required or authorised to be given or made by or because of the Renting Homes (Wales) Act 2016 (anaw 1).

Regulation 3(1) introduces the regulations and Schedule which set out the form of the notices and other documents prescribed by these Regulations. Regulation 3(2) provides that a notice or other document which is in a form substantially to the same effect is valid.

Regulations 4 to 41 prescribe the form of each specified notice or other document.

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.