# Guidance o

The Renting Homes it simpler and eas prescribed occupat drafted.

For the purposes o and fixed term) whic in Wales from 01 D

With a few exceptio converted to an occ in further detail late

### Occupation C

### 1. Definition of O

A tenancy or lic

- 1. Rent or othe
- 2. It is made b
- 3. It gives the

This is a wider of homes or tenan

Therefore, mos granted by an ( (HMO) lettings

### 2. Exceptions to

Although they n or licences are

- 1. Holiday Lets
- 2. Accommode
- A tenancy of and

Notice Condit which states th

3. Tenancies and



ct') and supporting legislation is intended to make Vales. The Welsh Government have published ge consistency in the way written statements are

on standard occupation contracts (both periodic by private residential landlords and letting agents Act and supporting legislation came into force.

tial tenancies and licences in Wales automatically ecember 2022. Converted contracts are covered

ntract if the following apply:

le under it; and n individual (who must be 18 years or older); and by the dwelling as a home.

orthold tenancies which does not include second 00,000 per annum are payable.

hold tenancies, licences, student lettings (not housing provider), house in multiple occupation ancies will be occupation contracts.

on of occupation contract, the following tenancies unless the **'Notice Condition'** is met:

erson who entered the dwelling as a trespasser;

e landlord (the landlord must occupy the dwelling

lord gives a notice to the other party at the outset an occupation contract.

### **Occupation Contracts**









Some tenancies can become oc

- 1. an individua right to occu
- 2. no rent or o

#### 4. Tenancies and

The Act provide the key ones be

- 1. A long tenai
- 2. A business
- 3. A farm busi
- 4. A protected

### 5. Periodic and F

Below, we look standard occup

### A Periodic Stan

- continues fr week);
- can be term not be serve (where this tenancy wh two months first four mo Welsh Gov period app
  can be term

### A Fixed Term S

- can be gran statement is
- cannot be te this is a new tenancy whi possession required to
- the contract and
- 4. will become occupation

### Written State

1. What is a writt













ot fall within the definition of occupation contract)

with whom the contract is being made) has the ptice Condition is met; or

able, and the Notice Condition is met.

### r occupation contracts

icences which will never be occupation contracts,

eding 21 years); ndlord and Tenant Act 1954);

ancy (Rent Act 1977).

### cupation Contracts

fferences between a periodic and a fixed term

ne next (typically from month to month or week to

73 notice (no-fault possession notice) which must f occupation and six months' notice must be given ind occupation contract). For an existing periodic cember 2022, landlords are only required to give 3, but such a notice must not be served within the er's occupation. However, please note that the end the Act so that a six-month no-fault notice lic standard contracts from 1 June 2023; and er serving only one months' notice.

tract:

ct:

e agreed between the parties (the model written years);

173 notice (no-fault possession notice) (where upation contract). For an existing fixed term ember 2022, landlords are able to serve a s173 t at the end of the term. Landlords are only

it unless there is a contract-holder's break clause;

upation contract if the contract-holder remains in m.

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Occupation con is essentially an the rights and specific contrac

### Explanatory I which must be provisions of th

#### 2. Model written

The Welsh gove

For ease of refe subfolder in our

- > Model v
- Model v term of
- 1. Use of the
- a. You do not f point. These terms can t terms can b any change terms are p

If a landlord holder can a could also b

- You can us simply add additional te under the A
- c. If you are do on 01 Decersion
  special provinformation

## d. <u>If you are</u> <u>legislation,</u> <u>being delet</u> <u>CAPITALS.</u>

Editorial cha the substan the landlord







ts









they cannot be made orally. A written statement a written statement of all the terms, which include ndlord and contract-holder, which apply to that **Explanatory Information**.'

mation prescribed by the Welsh Government statement, and which is a summary of the key

odel written statements.

llowing model written statements in the Guidance roup:

eriodic standard occupation contract; and

ixed term standard occupation contract for a

ten statements; however, they are a good starting lified, additional terms can be added, and certain Act and supporting legislation prescribe which

Act and supporting legislation prescribe which by are to be amended and you must ensure that be with the legislation. It is key that fundamental

ent which is incorrect or incomplete, the contractiration on the terms of the contract. The landlord isation.

ments without making any changes to them and the key terms. However, you may wish to add emental and fundamental terms (where permitted ion).

hancy which converted to an occupation contract to amend the written statement to ensure that the htracts (referred to below), and which deal with ods are reflected in the written statement.

## to the statement in accordance with the e clearly shown. For example, a term which is truck through and any new text is shown in

e wording of a term, provided it does not change y. For example, you can substitute the names of

3

The model of the contra

- 2. Terms of the
- a. Key Terms of rent, the home and t

There is no should be agreement

- b. Fundament occupation
  - i. Thos poss requ ii. Thos
  - agre They be v
- c. Supplemen contract and the parties. change to a
- Additional agreed betw with a key t the dwelling be fair unde

## Converted Cor

Most fixed term as term standard occu end on the same da

Most periodic assu standard occupatio

### Converted contra

For existing tenanc provide the written may not be varied contract (save for a











is footnotes. These do not form part of the terms ed as a useful reference point.

### ents

s of the dwelling, the occupation date, the amount d where the dwelling is not to be occupied as a landlord and contract-holder.

or the contract-holder to sign. Contract-holders document to confirm their understanding and statement.

erms which are automatically included in an

**(F)** cannot be left out or changed, for example, I behaviour and other prohibited conduct and the scheme.

+) can be left out or changed, but only with the only if the change benefits the contract-holder. They conflict with a fundamental term which cannot

hs are automatically included in an occupation They can be left out or changed by agreement of d so as to conflict with a fundamental term. Any st also be fair under consumer protection law.

uld be marked with **(A)** and can cover any matter e contract-holder, as long as they do not conflict rm or supplementary term. It could cover pets at erest on late payments. Any additional term must w.

es in Wales automatically converted into a fixed ecember 2022, with the fixed term coming to an ing tenancy agreement.

in Wales automatically converted into a periodic per 2022.

### ement

1 December 2022, landlords have six months to -holders (by 31 May 2023). A converted contract given the contract-holder a written statement of

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In order to produce go through the ex statement, and coustatement of the co

- 1. The the **f**
- 2. Sup exist
- 3. Any occu fund

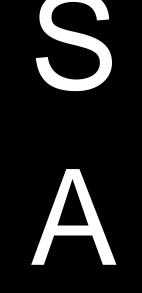
### Special Provision

- The Act and provisions provisions converted c
  - a. For an e are only must no Howeve so that standar
  - b. For an landlord last day a fixed t months'
  - c. For an e containe serving new fixe break no
- 2. There are information

### Provision of In

Under the Act, a la statement of contra information about the statement of the statement of

If the contract-holde be provided electro



andlords and letting agents in Wales will need to ent or licence, and the relevant model written ting terms can be carried across to the written

ancy or licence will apply unless they conflict with

included unless they conflict with the terms of the nd

sting tenancy or licence will form part of the onal terms (provided they do not conflict with any y term).

ts

ecognise that it would be unfair to replace certain the existing agreement, and therefore certain For example, notice periods for possession in

which began before 01 December 2022, landlords nths' notice under section 173, but such a notice t four months of the contract-holder's occupation. Welsh Government intends to amend the Act notice period applies to converted periodic e 2023.

ancy which began before 01 December 2022, session notice to end the contract on or after the e only required to give two months' notice. When ecomes periodic following 01 December 2022, six sion will be required.

cy which began before 01 December 2022 and ise, a landlord will be able to exercise their break instead of six months' notice which is required for racts containing a landlord's break clause). The itil after the first four months of occupation.

landlords of converted contracts to provide his discussed in further detail below.



to provide the contractor-holder with the written is obligations to provide the contract-holder with

ement and the information about the landlord can

Failure to comply w be liable to pay c possession notice.

- 1. Provision of contracts:
  - a. A landlord r the end of th contracts fro
  - b. A landlord n the end of th i. The
    - ii. If lat has
  - A written star requested b a further star
  - d. If a **further** days, startir i. 1 ii. 1

### Failure to comply

 If a landlord fa holder can appl could be liable to the written state also be liable to statement was contract-holder

> A landlord will t notice or exerci written stateme

 If a landlord p statement to declaration as t up to a maximu compensation compensation.

### 2. Provision of In

a. A landlord r 31 May 202













result in a court order, and the landlord may also so prohibit a landlord from serving a 'no-fault'

## o written statements for new occupation

olders a written statement of the contract before ting with the occupation date. This applies to new

-holder a written statement of the contract before ting with:

t-holder changes; or

landlord becomes aware that the contract-holder

d free of charge. If a further written statement is andlord can charge a reasonable fee for providing

quested, a landlord must provide this within 14

y on which the contract-holder pays the fee.

**statement** to the contract-holder, the contractration as to the terms of the contract. A landlord to a maximum of two months' rent, from the date provided to the contract-holder. A landlord may pensation due. If the failure to provide the written may be liable to pay more compensation. A the value of the compensation.

a no-fault possession notice (s173 notice, s186 ause), for a period of six months from the day the ract-holder.

written statement or an incorrect written contract-holder can apply to the court for a ct. A landlord may be liable to pay compensation, landlord may also be liable to pay interest on any can also withhold rent to the value of the

### ritten statements for converted contracts

**olders** a written statement within six months (by s which convert to occupation contracts on 01

December 2 for a new or for a court o

b. New contr implementa with a writte

> If the landle prevented f exercising a provide the

 c. If the landlo holder can a days of rece consequenc as for a new

### 3. Provision of In

- a. A landlord documents A landlord s
- b. If the landl landlord's n becomes th notify contra that docume
- c. If the **landle** days, from t form <u>RHW4</u>

If a landlord fails to contract-holders, the maximum of two compensation due.

A landlord will also notice or exercising

#### 4. Provision of In

a. A landlord documents landlord sho













ences apply as failing to serve a written statement erred to above. The contract-holder cannot apply onth period from 01 December 2022.

ontract-holder changes during the six month does not have to provide the new contract-holder ix month period.

written statement by 31 May 2023, they will be possession notice (s173 notice, s186 notice or e), for a period of six months from the day they contract-holder.

**or incomplete written statement,** the contractclaration as to the terms of the contract, within 14 ent (even if this is before the 31 May 2023). The rect or incomplete written statement are the same referred to above.

### ord for new occupation contracts:

older **notice of an address** for where to send starting with the occupation date of the contract. n <u>RHW2</u> to inform contract-holders of an address;

landlord must give the contract-holder the new 14 days, from the day on which the new landlord v landlord should use prescribed form <u>RHW3</u> to to the identity of the landlord, and of an address

, the contract-holder must be informed within 14 ess changes. The landlord should use prescribed f a change in their address.

ements to provide information about them to the compensation to the contract-holder, up to a d may also be liable to pay interest on any thhold rent to the value of the compensation.

g a no-fault possession notice (s173 notice, s186 e), where these obligations are outstanding.

#### ord for converted contracts:

older **notice of an address** for where to send is from 01 December 2022 (by 31 May 2023). A <u>RHW2</u> to inform contract-holders of an address;

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 b. If the landl provisions a within 14 da

If a landlord fails to contract-holders, the maximum of two compensation due.

A landlord will also notice or exercising

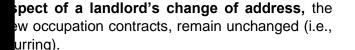
#### 5. Provision of In

If a variation is agree of the new term or the change being a the occupation con

If a landlord fails to to a maximum of t compensation due.







ements to provide information about them to the compensation to the contract-holder, up to a d may also be liable to pay interest on any so withhold rent to the value of the compensation.

g a no-fault possession notice (s173 notice, s186 e), where these obligations are outstanding.

### ariation to the contract

contract, the landlord must provide a written copy ment of the contract as varied, within 14 days of not charge a fee to provide a written statement of

nent, they may be liable to pay compensation, up dlord may also be liable to pay interest on any

