

# BEING A TENANT IN WALES

The Renting Homes (Wales) Act 2016 transformed the legal framework for renting a property in Wales. Under this legislation, the traditional “tenancy agreement” has been replaced by an “occupation contract.” As a tenant—now referred to in Wales as a “contract-holder”—you are entering into a binding legal arrangement that dictates your rights and responsibilities as well as the responsibilities of your landlord.

## The Written Statement

In Wales, the primary document governing your living situation is the **written statement of the occupation contract** (previously the tenancy agreement). Landlords are legally required to provide this document to contract-holders. There are two main types of contracts: “secure contracts,” which are typically used in the social rented sector, and “standard contracts,” which are common in the private rented sector. These contracts may be periodic (running from month to month) or fixed-term (for a set duration). Please see some examples of these statements [here](#).

## Key Rights and Responsibilities

As a contract-holder, your rights are protected by statutory provisions that mandate the property must be “**fit for human habitation**”. This includes requirements regarding electrical safety, smoke alarms, and carbon monoxide detectors. If a property falls into disrepair, you have a clear process to report this to your landlord, who is required to maintain the structure and exterior of the dwelling. You can find more information about this [here](#).

The Act also provides specific **protections against retaliatory eviction**, ensuring that you cannot be evicted simply for exercising your legal rights to request repairs.

## Deposits

### The 30-Day Rule

Once you pay a deposit (even part of it), your landlord must, within 30 days:

- **Protect your deposit:** It must be placed in a government-approved scheme such as the Deposit Protection Service (DPS), MyDeposits, or the Tenancy Deposit Scheme (TDS).
- **Give you information:** You should receive details confirming where your deposit is held, the landlord’s contact details, and how you can get your money back at the end of the contract.

If your landlord does not do this, they may face penalties and may not be able to evict you using a “no-fault” notice.

### Deposit Limits and Holding Deposits

- There is no strict legal limit on how much a security deposit can be, but most landlords charge around 5 weeks’ rent.
- A holding deposit (to reserve a property) is capped at one week’s rent. This should usually be returned within 15 days or put towards your first month’s rent.

### Inventory and Condition Reports

At the start of your contract, you should be given an inventory (a record of the property's condition).

- Check it carefully before signing.
- Make sure it reflects the actual condition of the property.
- Take your own photos as evidence in case of future disputes.

This document is important if there is any disagreement about the condition of the property later.

### Getting Your Deposit Back

At the end of your contract, your landlord can only make deductions for specific reasons, such as:

- Unpaid rent or bills
- Damage beyond normal wear and tear
- Cleaning costs if the property is not returned in a similar condition

You have the right to challenge any deductions you think are unfair through the deposit scheme.

### If the Rules Are Not Followed

If your landlord does not protect your deposit or give you the required information within 30 days:

- You may be entitled to compensation of between one and three times the deposit amount.
- Your landlord may not be able to evict you using a "no-fault" notice unless the issue is resolved

## Rent Increases

### Circumstances in Which Rent May Be Increased

#### 1. Fixed-Term Occupation Contracts

During a fixed term, rent may only be increased where:

- The occupation contract expressly provides for a rent review, and
- The landlord complies with the procedure set out in the contract

- In the absence of such a provision, rent cannot be increased until the fixed term has expired.

#### 2. Periodic (Rolling) Occupation Contracts

For periodic contracts, a landlord may propose a rent increase subject to the following conditions:

- Rent may not be increased more than once in any 12-month period
- The landlord must serve a valid rent increase notice in the prescribed form as detailed below.

### Notice Requirements

A valid rent increase requires:

- A **minimum** of two months' written notice (outside the fixed term of the tenancy)

Use of the prescribed statutory form ([Notice of variation of rent: form RHW12 | GOV.WALES](#))

Clear details of the proposed new rent and the date on which it will take effect

**Note: The increased rent is not payable until the notice period has expired.**

### Level of Rent Increase

There is currently **no statutory cap on rent increases** in Wales. However, any proposed increase should reflect, the open market rental value of the property and comparable rents for similar properties in the locality.

### Right to Challenge

A contract-holder (tenant) may challenge a proposed rent increase by applying to the Rent Assessment Committee and they will determine the appropriate market rent. Any application to the Committee must be made **before** the proposed increase takes effect. The application to the Rent Assessment committee is free of charge.

### Invalid Rent Increases

A rent increase may be deemed invalid where:

- The required notice has not been properly served (if you think the s123 notice is invalid then this must be **challenged in court** – take specific legal advice on this situation)
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- Less than 12 months has elapsed since the previous increase
- The prescribed legal procedure has not been followed
- The landlord is not compliant with applicable licensing requirements

### Retaliatory Action

Where a rent increase is imposed shortly after a contract-holder has raised legitimate concerns (for example, regarding disrepair), it may constitute retaliatory action. Such circumstances may be subject to challenge. See more information about challenging a rent increase [here](#).

### Eviction

If a landlord seeks to evict you, they must follow legal procedures, which include giving proper notice and, in most cases, obtaining a court order. Landlords must generally provide you with a **minimum of at least two months' notice** before seeking possession. Landlords must have a valid reason for eviction, such as rent arrears, breach of contract terms, or the landlord's intention to sell or occupy the property themselves. You have the right to challenge the eviction in court, and landlords who fail to follow the correct procedures may face delays or legal consequences. There is detailed guidance about the eviction process below.

### The Eviction Process

Receiving an eviction notice does not mean you must leave immediately. The law requires landlords to follow a formal legal process before a tenant can be removed. This process begins with the landlord serving a valid notice. If the tenant does not leave, the landlord must apply to the court for a possession order. **Only if the court grants this order can the landlord take further steps.** If necessary, enforcement is carried out by court-appointed bailiffs.

### Protection Against Illegal Eviction

A landlord commits a criminal offence if they attempt to remove a tenant without following the proper legal process, this includes actions such as changing the locks, forcing entry, threatening the tenant, or cutting off essential services like gas, electricity, or water. If this happens, tenants should seek

urgent legal advice from your legal helpline and may also report the matter to their local authority.

### Eviction Notices

#### A. "No-fault" eviction (Section 173 notice)

- Landlord does not need to give a reason
- Minimum 6 months' notice

Cannot be used:

- Within the first 6 months of your contract
- If your landlord hasn't followed legal obligations (e.g. deposit protection, safety certificates)

#### B. Eviction for breach (Section 157 notice)

Used if you:

- Owe rent (rent arrears)
- Break terms of your contract (e.g. damage, anti-social behaviour)

Notice period:

- Usually 1 month, but can be shorter in serious cases

### Grounds for defence of an eviction

Your landlord must:

1. Protect your deposit in a government-approved scheme

Provide:

1. Written occupation contract
2. Gas safety certificate (if applicable)
3. Electrical safety report
4. Energy Performance Certificate (EPC)
5. Give proper notice as above

If they fail to do these, the eviction notice may be invalid.

## Practical Steps for Tenants

**Review Your Written Statement:** Upon moving in, ensure you receive a copy of your written statement within 14 days of the occupation date. If you do not receive it, you may be entitled to compensation.

**Document Everything:** Maintain a record of all communications with your landlord or letting agent. This is crucial if disputes arise regarding deposits or property condition.

**Understand Rent Reviews:** If your contract allows for rent increases, ensure the landlord follows the specific notice periods and procedures outlined in the Renting Homes (Wales) Act 2016. ([Fair rents | GOV.WALES](#))

**Ending the Contract:** If you wish to leave, you must provide the notice period specified in your contract after the fixed term of the contract has elapsed. Conversely, if your landlord seeks possession, they must follow the strict legal procedures, including providing the correct notice period, which is generally six months for a standard contract after the initial period.

#### **Review the FAQs**

[Renting homes: frequently asked questions \(tenants\) | GOV.WALES](#)

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