

A comprehensive landlord guide to *serving tenant notices*



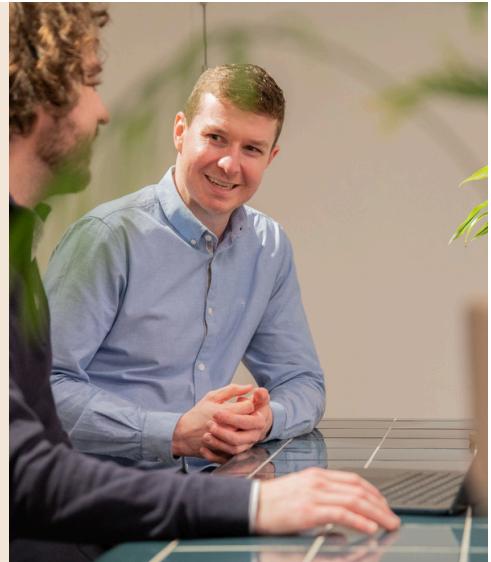
A guide for landlords in Wales, including:

- When and why to use each notice
- Scenarios where you may not be able to serve a notice
- Practical examples of when each one would be served
- Notice periods, service methods, and next steps
- Handy, expert “Did you know?” tips for landlords

Giving you the expert's view from Director of Operations, Nikki Lewis

Got a question about the latest lettings legislation or your legal responsibilities as a landlord in Wales? Whether it's compliance, contracts, or keeping up with ever-changing rules, I'm here to help. Fire your questions my way!

Ask Nik



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Introduction

Welcome to *A Comprehensive Landlord's Guide to Serving Tenant Notices*, specifically tailored for private residential landlords operating in Wales under the *Renting Homes (Wales) Act 2016* (and its associated regulations). This guide is up-to-date at the time of publication and correct to the best of our knowledge.

Most landlords should be comfortable serving the notices we refer to in this guide, but if you have any doubts, we strongly recommend seeking legal advice. If you engage CPS Homes as your managing agent, we handle all notice preparation and service on your behalf.

In this guide, we cover:

- When and why to use each notice
- Scenarios where you may not be able to serve a notice
- Practical examples of when each one would be served
- Notice periods, service methods, and next steps
- Handy, expert “Did you know?” tips for landlords

Use the table of contents on the previous page to jump straight to the notice you need.

Disclaimer: This guide covers standard occupation contracts used in the private rented sector. It does not apply to secure occupation contracts (e.g. local authority or housing association properties), company lets, or specialist scenarios such as withdrawing notices or ending a joint contract-holder's rights while keep other contract-holder(s) bound by the terms of the contract.

How to serve notices

Proper service is crucial. If you ever progress to court, you must prove you served notice correctly and observed the required notice period. You should keep proof of service and a copy of each notice. In short, you must be able to prove to a court beyond any reasonable doubt that the contract-holder received the notice, what it said, when they received it, and how. Your available options for serving notices are:

Posting

This is what we call the 'default' method. A notice should always be posted to the contract-holder's (tenant's) current address (usually the let property), but if you hold an alternative address for them, post it there too. We recommend you send via first class post or by another next day delivery service, and request proof of postage from a Post Office. If you decide to use a tracked service, use one that doesn't require the recipient's signature, as they could refuse to sign and then it's not classed as received.

In-person

This is what we call the 'default' method. A notice should always be posted to the contract-holder's current address (usually the let property), but if you hold an alternative address for them, post it there too. We recommend you send via first class post or by another next day delivery service, and request proof of postage from a Post Office. If you decide to use a tracked service, use one that doesn't require the recipient's signature, as they could refuse to sign and then it's not classed as received.

Electronic (but only if the contract-holder has agreed)

Legislation states that notices can be sent electronically, but only if the contract-holder has agreed to receive notices electronically. Even if they have, we recommend posting it as well. Also, it's best to have their agreement of receiving notices electronically in writing. All contracts for properties we manage include a term where the contract-holder permits notices to be served on them electronically.

Notice of landlord's address

NOTICE NAME:	RHW2
Relevant section of Renting Homes (Wales) Act 2016	Section 39(1)
When it can be used	No later than 14 days after the occupation date
Notice period	N/A
Eligibility/prerequisite	N/A
Practical example	We suggest issuing it at the same time as giving the Written Statement of Occupation Contract.
How long to use after notice period ends	N/A
Consequences of incorrect serving/ineligibility	You cannot issue a 'no-fault' possession notice requiring a contract-holder to give up possession if you have not provided this notice.
What happens next?	N/A
Did you know...	It doesn't have to be the landlord's home address. It just needs to be an address the contract-holder may send documents intended for the landlord, so it could be an agent's address, as long as the agent will pass items onto the landlord.

Change of landlord's identity and notice of new landlord's address

NOTICE NAME:	RHW3
Relevant section of Renting Homes (Wales) Act 2016	Section 39(2)
When it can be used	No later than 14 days after the new landlord becomes the landlord
Notice period	N/A
Eligibility/prerequisite	N/A
Practical example	This is often issued shortly after a tenanted property has been sold.
How long to use after notice period ends	N/A
Consequences of incorrect serving/ineligibility	You cannot issue a 'no-fault' possession notice requiring a contract-holder to give up possession if you have not provided this notice following a change in landlord identity.
What happens next?	N/A
Did you know...	When the landlord changes, the law states the new landlord is automatically regarded as being aware of any pre-existing maintenance issues.

Notice of landlord's change in address

NOTICE NAME:	RHW4
Relevant section of Renting Homes (Wales) Act 2016	Section 39(3)
When it can be used	No later than 14 days after the address changes
Notice period	N/A
Eligibility/prerequisite	N/A
Practical example	As well as it being a legal requirement to tell a contract-holder when your address changes, it's also practical to do so, as you don't want them sending something to an address you no longer receive mail at.
How long to use after notice period ends	N/A
Consequences of incorrect serving/ineligibility	You cannot issue a 'no-fault' possession notice requiring a contract-holder to give up possession if you have not provided this notice following a change in landlord address.
What happens next?	N/A
Did you know...	It doesn't have to be the landlord's home address. It just needs to be an address the contract-holder may send documents intended for the landlord, so it could be an agent's address, as long as the agent will pass items onto the landlord.

Variation of rent

NOTICE NAME:	RHW12
Relevant section of Renting Homes (Wales) Act 2016	Section 123(1)
When it can be used	The rent can only be varied once per year, and the variation can only take effect during a periodic contract
Notice period	Two months
Eligibility/prerequisite	N/A
Practical example	While the new rent can only come into effect during a periodic contract, the notice can be issued during the fixed-term. So, if you have a fixed-term tenancy that is coming to an end in a couple of months, you could serve this notice now to ensure the new rent is payable from the first day of the periodic contract.
How long to use after notice period ends	N/A
Consequences of incorrect serving/ineligibility	If a mistake is made during the serving of the notice, you'll have to serve a new one and wait out the notice period again.
What happens next?	If the contract-holder doesn't pay any increase in rent from the effective date, you can pursue it through the normal channels.
Did you know...	There is no limit to how much the new rent can be, but variations on tenancies that transitioned from an Assured Shorthold Tenancy to an Occupation Contract when the law came in can be appealed to the Residential Property Tribunal.

Gaining possession (no reason needed)

NOTICE NAME:	
Relevant section of Renting Homes (Wales) Act 2016	Section 173(1)
When it can be used	
Notice period	
Eligibility/prerequisite	<p><i>Want help with the rest?</i></p> <p>For the next set of notices, we've kept it simple with just the name, purpose and legal reference. Our fully managed clients enjoy the full package - detailed guidance plus us handling any notices for them, hassle-free. [Click here to learn more]</p> <p>If you're currently self-managing and have a question, don't hesitate to get in touch, we're happy to help where we can - we can't give all our knowledge away for free, but we'll always point you in the right direction.</p>
Practical example	
How long to use after notice period ends	
Consequences of incorrect serving/ineligibility	
What happens next?	
Did you know...	

Gaining possession due to serious rent arrears

NOTICE NAME:	
Relevant section of Renting Homes (Wales) Act 2016	Section 182(1) or 188(1)
When it can be used	
Notice period	
Eligibility/prerequisite	<p><i>Want help with the rest?</i></p> <p>For the next set of notices, we've kept it simple with just the name, purpose and legal reference. Our fully managed clients enjoy the full package - detailed guidance plus us handling any notices for them, hassle-free. [Click here to learn more]</p> <p>If you're currently self-managing and have a question, don't hesitate to get in touch, we're happy to help where we can - we can't give all our knowledge away for free, but we'll always point you in the right direction.</p>
How long to use after notice period ends	
Consequences of incorrect serving/ineligibility	
What happens next?	
Did you know...	

Gaining possession due to breach of contract, estate management or contract-holder not giving up possession after giving their own notice to leave

NOTICE NAME:	
Relevant section of Renting Homes (Wales) Act 2016	Section 159(1), 161(1), 171(1) or 192(1)
When it can be used	
Notice period	
Eligibility/prerequisite	<p><i>Want help with the rest?</i></p> <p>For the next set of notices, we've kept it simple with just the name, purpose and legal reference. Our fully managed clients enjoy the full package - detailed guidance plus us handling any notices for them, hassle-free. [Click here to learn more]</p> <p>If you're currently self-managing and have a question, don't hesitate to get in touch, we're happy to help where we can - we can't give all our knowledge away for free, but we'll always point you in the right direction.</p>
How long to use after notice period ends	
Consequences of incorrect serving/ineligibility	
What happens next?	
Did you know...	

Gaining possession via break clause included within the contract

NOTICE NAME:	
Relevant section of Renting Homes (Wales) Act 2016	Section 194(1)
When it can be used	
Notice period	
Eligibility/prerequisite	<p><i>Want help with the rest?</i></p> <p>For the next set of notices, we've kept it simple with just the name, purpose and legal reference. Our fully managed clients enjoy the full package - detailed guidance plus us handling any notices for them, hassle-free. [Click here to learn more]</p> <p>If you're currently self-managing and have a question, don't hesitate to get in touch, we're happy to help where we can - we can't give all our knowledge away for free, but we'll always point you in the right direction.</p>
How long to use after notice period ends	
Consequences of incorrect serving/ineligibility	
What happens next?	
Did you know...	

Intention to end the contract due to abandonment

NOTICE NAME:	
Relevant section of Renting Homes (Wales) Act 2016	Section 220(3)
When it can be used	
Notice period	
Eligibility/prerequisite	<p><i>Want help with the rest?</i></p> <p>For the next set of notices, we've kept it simple with just the name, purpose and legal reference. Our fully managed clients enjoy the full package - detailed guidance plus us handling any notices for them, hassle-free. [Click here to learn more]</p> <p>If you're currently self-managing and have a question, don't hesitate to get in touch, we're happy to help where we can - we can't give all our knowledge away for free, but we'll always point you in the right direction.</p>
How long to use after notice period ends	
Consequences of incorrect serving/ineligibility	
What happens next?	
Did you know...	

Ending the contract due to abandonment

NOTICE NAME:	
Relevant section of Renting Homes (Wales) Act 2016	Section 220(5)
When it can be used	
Notice period	
Eligibility/prerequisite	<p><i>Want help with the rest?</i></p> <p>For the next set of notices, we've kept it simple with just the name, purpose and legal reference. Our fully managed clients enjoy the full package - detailed guidance plus us handling any notices for them, hassle-free. [Click here to learn more]</p> <p>If you're currently self-managing and have a question, don't hesitate to get in touch, we're happy to help where we can - we can't give all our knowledge away for free, but we'll always point you in the right direction.</p>
How long to use after notice period ends	
Consequences of incorrect serving/ineligibility	
What happens next?	
Did you know...	

Let CPS Homes help...

Frustrated by the complexities of the industry's ever-changing laws & regulations? We're specialists in navigating through Welsh landlord legislation and the intricacies that other agents might miss. By instructing us to manage your property, we will...

- Work with you to put efficient processes in place well in advance of key dates for new legislation and regulations, ensuring you and your properties are compliant, safe and legal.
- Provide you with the most robust Written Statement of Occupation Contract you can find in Wales.
- Save you the cost of a Rent Smart Wales landlord licence and the hassle of ongoing training.
- Maximise your rental income by ensuring the property is always achieving its full potential.
- Provide you with your own representative within our Lettings and Accounts departments.
- Produce free, professional photography as part of our standard marketing package.
- Place you on our VIP Investor list where you'll get priority access to pre-market investment properties before they're listed online.
- Provide you with peace of mind via our Client Money Protection (CMP) policy, professional indemnity insurance, and redress scheme membership.



To discuss CPS Homes taking over management of your property, contact our Senior Property Investment & Market Advisor, Rhys Owen, today via rhys.owen@cpshomes.co.uk or 02920 668585.