

# Why Wales works better for landlords..

A SPECIAL THREE-PART COMPARISON OF WELSH LAW  
VS ENGLAND'S UPCOMING RENTERS' RIGHTS BILL.



Whether you're considering your next investment or simply staying informed, this guide will help you understand how the landscape is shifting on both sides of the border.



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



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*Stay ahead of  
the curve...*

2025 promises to bring change for landlords in Wales. Our team at CPS Homes are here to help you stay informed and compliant with the latest developments.

If you have any questions or concerns about how these changes might affect you, don't hesitate to get in touch.

**LETTINGS & PROPERTY  
MANAGEMENT**

34 Woodville Road,  
Cathays, CF24 4EA  
Tel: 02920 668585  
lettings@cpshomes.co.uk

**RESIDENTIAL  
SALES**

66 Albany Road, Roath,  
CF24 3RR  
Tel: 02920 454555  
sales@cpshomes.co.uk

# Possession rights compared

*A special look at regaining possession under Welsh law vs England's upcoming Renters' Rights Bill.*

With England's Renters' Rights Bill expected to receive Royal Assent this Summer and begin rolling out from October, landlords across the UK are weighing up where their investments are best protected. In this edition, we focus on one of the most critical areas for landlords: regaining possession of your property – whether due to tenant issues, a planned sale, or personal use.

While English landlords will soon face stricter restrictions and fewer options, Welsh law continues to offer a more straightforward, flexible approach.

## Fixed-term tenancies



### Wales

Fixed-terms (e.g. a 6-month tenancy, a 12-month tenancy, etc) are still allowed.

*Fixed-terms provide a clear end date, which often leads to tenants leaving naturally or agreeing to renew. This reduces the need for formal possession action. Without fixed-terms – as will be the case in England – landlords are more likely to need to use formal routes to regain possession, but will have very limited grounds to do so.*



### England

Abolished. All tenancies in England will become periodic (open-ended) when the law comes in, even if both parties previously agreed a fixed-term. Every tenancy will continue until the tenants give two months' notice – which can be given from day one and in any written format, including SMS or WhatsApp message – or the landlords gives notice. However, landlords are very restricted on when they can serve notice.

# Student tenancies



## Wales

With fixed-terms still in existence, nearly all student tenancies naturally cease at the end of a fixed-term that is aligned with the academic year.



## England

Without fixed-terms, there is a real concern that students may serve two months' notice to leave at a bad time, e.g. midway through the academic year, when finding replacement tenants would be difficult. Landlords can serve a 'no-fault' possession notice that falls in line with the next academic year, if:

- The property is a HMO and occupied by full-time students, and
- The landlord intends to re-let to full-time students the following academic year, and
- The tenancy was not agreed more than six months prior to the move-in date, meaning England may see their 'student lettings season' shift later.

However, landlords must give at least four months' notice, and must have told the tenants in advance that they may rely on this reason to regain possession. Landlords with non-HMO (1 and 2-bed) student properties are rightly concerned that they may have tenants leaving at awkward times, as this possession route is not available to them.

# ‘No-fault’ evictions



## Wales

Landlords can issue tenants with six-month notice to leave, without needing to specify a reason.



## England

Landlords will need a reason to regain possession of their property – and it must be one of the very few reasons permitted by the law (we've listed some below).

# Landlords wanting to sell or move-in



## Wales

As with student tenancies, landlords don't need to give a reason when issuing tenants with notice to leave: they can do so in any scenario, as long as it's not within the fixed-term.



## England

The law allows landlords to serve a possession notice if they wish to sell, or if they or their family need to move in. Neither reason can be used in the first 12 months of a tenancy, they'll need to give four months' notice to use them, and they can't advertise the property for 12 months after the notice expires or a court claim for possession is filed.

# Severe rent arrears



## Wales

Landlords can serve a possession notice if their tenant is two months' rent arrears. After serving the notice, they must allow two weeks before applying to the court for a possession order.



## England

Landlords will no longer be able to take action after two months of missed rent. Instead, rent arrears will need to accumulate for three months before a possession notice can be served. On top of that, they must wait an additional month after serving the notice before applying to the court. In effect, landlords could be left without rent for four months before they're even able to start possession proceedings. As a further kick in the teeth, rent arrears arising from the non-payment of Universal Credit cannot be included in the claim.

As the legal landscape continues to diverge, it's clear that not all parts of the UK are equal when it comes to landlord rights. With more control over possession timelines and tenancy structures, Wales remains an attractive place to own and manage rental property.

If you're considering expanding or rebalancing your portfolio in light of the changes, we're here to offer expert, local advice. Call Rhys on 02921 921506 for a no-obligation chat.



# Rent payment rights compared

*A special look at rent-in-advance, rent increases and bidding wars under Welsh law vs England's upcoming Renters' Rights Bill.*

With England's Renters' Rights Bill due to receive Royal Assent this summer and begin rolling out from October, the rules around rent payments are set for a major overhaul over the border. In this edition, we compare three key areas where Welsh landlords retain flexibility that English landlords will soon lose...

## Meet Rhys...

As Cardiff's largest letting agent and property management company, we have 30+ years of experience helping landlords maximise returns and stay compliant.

If you're thinking about purchasing a buy-to-let in Wales or expanding your existing portfolio, Senior Property Investment and Market Advisor, Rhys Owen, is your go-to guy.

With almost 20 years in the business, he can recommend the right investment based on your goals, budget and preferred level of involvement. From spotting off-market opportunities to working closely with local developers on ready-to-rent homes, Rhys is always one step ahead.

[Book a free rental property health check](#)



*Let's chat...*

[rhys.owen@cpshomes.co.uk](mailto:rhys.owen@cpshomes.co.uk)  
02921 921506

# Rent in advance



## England (post-Bill)

- Strict ban on demanding, encouraging or accepting any rent before the tenancy agreement is signed.
- Once the contract is in place, landlords may request up to one month's rent in advance of move-in.
- After that, rent payments can only cover the immediate rental period and cannot exceed one month at a time.
- Risk: It's an opportunity for fraudsters. Once a tenancy is signed, landlords must legally permit tenants to move in on the specified date – even if no rent has been paid – forcing landlords to pursue the full eviction process to regain possession.

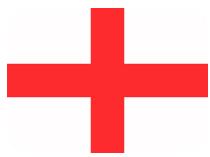


## Wales

- No restrictions on taking rent before a tenancy is entered into.
- Landlords commonly take several months' rent upfront from tenants unable to meet affordability thresholds (e.g. self-employed with irregular income, those with a poor credit score, or overseas tenants with a lack of UK credit history).
- Advance payments can help otherwise hard-to-place tenants secure a home, rather than blocking the deal.

Key takeaway: Welsh landlords can continue to secure their rental income upfront, while English landlords will face heightened financial risk.

# Increasing the rent



## England (post-Bill)

- Rent-increase clauses included in tenancy agreements are banned. All rent increases – even those that may have previously been done by agreement or informally – must be done by serving the statutory rent increase notice.
- The notice can't be served more than once per year, and tenants must be given at least two months' notice of an increase (up from one month).
- Tenants can challenge any increase – above or below market rate – at the First-Tier Tribunal for free, with no screening or fee. The Tribunal will cap the new rent at the lower of the landlord's proposed amount or the current market rent.
- Rent increases cannot go ahead until the Tribunal has reached a decision (whereas today they typically backdate increases and can even raise rents above the landlord's proposal). This means tenants could postpone an increase for several months at no cost to themselves – so we expect many more to contest any rise, even those below market rate. A mere 10% challenge rate would overwhelm the Tribunal.



## Wales

- Rent increase clauses in occupation contracts remain valid.
- If your contract lacks a clause, you must serve a formal notice at least two months in advance, and rent may only be increased once a year (the same as what England is going for).
- Most importantly, tenants cannot challenge a rent increase unless the tenancy was an Assured Shorthold Tenancy before it changed to an Occupation Contract on 1st December 2022. As time goes on, these tenancies are becoming less and less common, so it's rare for any tenant to be able to challenge a rent increase.

Key takeaway: Welsh landlords can raise rents without it being challenged or delayed, whereas English landlords have to overcome many hurdles.

# Bidding wars



## England (post-Bill)

- A ban on encouraging, demanding or accepting any offers above the listed rental price – even if prospective tenants volunteer them.
- Local authorities can impose civil penalties up to £7,000 per breach, retaining those funds for further enforcement.
- A strong incentive for councils to clamp down, and a significant deterrent to landlords seeking to maximise rental return.



## Wales

- An open market: landlords and agents may invite and accept offers over the advertised rent.
- We rarely agree lets above the asking price – our deep market knowledge lets us set rents that reflect demand without resorting to bidding wars.
- Such wars wouldn't be necessary if more homes were available, but Government red tape is driving landlords to sell up, shrinking supply further and exacerbating demand pressures.

Key takeaway: Welsh landlords retain freedom to harness market demand. English landlords will be legally barred from accepting over-market offers.

As you can see, in the coming months Wales will continue to offer landlords far greater autonomy over rent payment terms, rent increases and competitive lettings.

# Compliance & control compared

*A special look at property condition rules, complaints handling and pet requests under Welsh law vs England's upcoming Renters' Rights Bill.*

Finally, we turn to another increasingly critical area for landlords: compliance obligations and how tenant rights are evolving when it comes to property condition, landlord conduct and requests for pets.

As the Renters' Rights Bill continues its journey through Westminster, it's becoming clear that England is heading toward a far more rigid, regulated system. In contrast, Wales continues to strike a balance between tenant protection and landlord autonomy.

When it comes to compliance, complaints and control over your property, Wales continues to offer a more balanced, landlord-friendly framework. English landlords, meanwhile, face increasing formalisation, penalties and red tape – with more to come as secondary legislation is rolled out. Let's take a look at three key changes set to hit England – and how Wales compares.

**SPECIAL OFFER**

## In 2025, new landlords pay no lettings fees...

Let us take the hassle out of letting your property in 2025 – with zero letting fee when you choose our full management service!

Prefer a tenant-find-only service? Enjoy a reduced letting fee of just 25% + VAT (instead of our standard rate).

This is a limited-time offer for new client landlords – secure your savings and let with confidence. Contact Rhys Owen today to take advantage of this exclusive deal! Reach him on 02920 574732 or [rhys.owen@cpshomes.co.uk](mailto:rhys.owen@cpshomes.co.uk).



# The Decent Homes Standard & Awaab's Law



## England (post-Bill)

- Landlords will have a legal duty to investigate and fix any hazard covered under the [Housing Health and Safety Rating System \(HHSRS\)](#) within specific timeframes.
- The law stems from ["Awaab's Law"](#), which was introduced after a tragic case of fatal mould exposure in social housing. Initially designed for social landlords, the Renters' Rights Bill extends Awaab's Law to the private sector.
- Landlords will need formal procedures and good recordkeeping to prove timely investigation and resolution of issues.



## Wales

- Landlords must ensure homes are fit to live in, including compliance with the HHSRS and Wales' Fitness for Human Habitation Regulations.
- However, there is no additional "Decent Homes Standard" or specific legislative timeframes for investigating or resolving reported hazards.
- Landlords retain discretion over how and when they respond, provided they meet general legal obligations.

Key takeaway: Welsh landlords continue to operate under a common-sense approach to property condition. English landlords will face stricter rules, ticking-clock timeframes and an increased need for a paper trail detailing how they've responded.

# Private Rented Sector Landlord Ombudsman



## England (post-Bill)

- All private landlords – even those using managing agents – must join a Government-approved landlord ombudsman scheme and pay an annual fee per property.
- The scheme allows tenants to lodge complaints for free, triggering formal investigations into a landlord's conduct. Landlords can't complain about tenants.
- Ombudsman decisions will be legally binding. Landlords may be required to issue apologies, pay compensation and/or change how they operate.
- Failure to join or comply could lead to civil penalties up to £7,000 (initial) or £40,000 (for repeat breaches), plus potential criminal prosecution.
- Tenants will also be able to apply for Rent Repayment Orders if landlords fail to join.

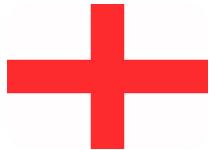


## Wales

- Under Rent Smart Wales licensing rules, only letting agents are required to be members of an ombudsman service. Landlords themselves have no such obligation.

Key takeaway: In England, even responsible landlords must pay per property to join, and face costly penalties if a tenant complains and the ombudsman finds in their favour. In Wales, landlords avoid this layer of red tape.

# Pets in properties



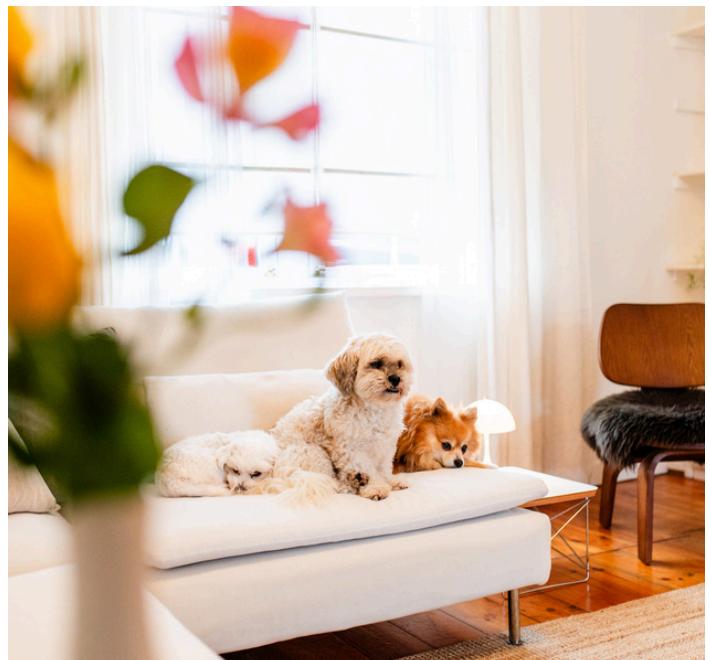
## England (post-Bill)

- Tenants will gain the right to request a pet, which landlords must consider and formally respond to within 28 days.
- Refusals can only be based on clear, “reasonable” grounds – such as lack of permission from a superior landlord.
- If/when permission is granted, landlords can require pet insurance, though suitable products are currently scarce.
- The default expectation is that pets should be allowed unless there's a good reason not to.

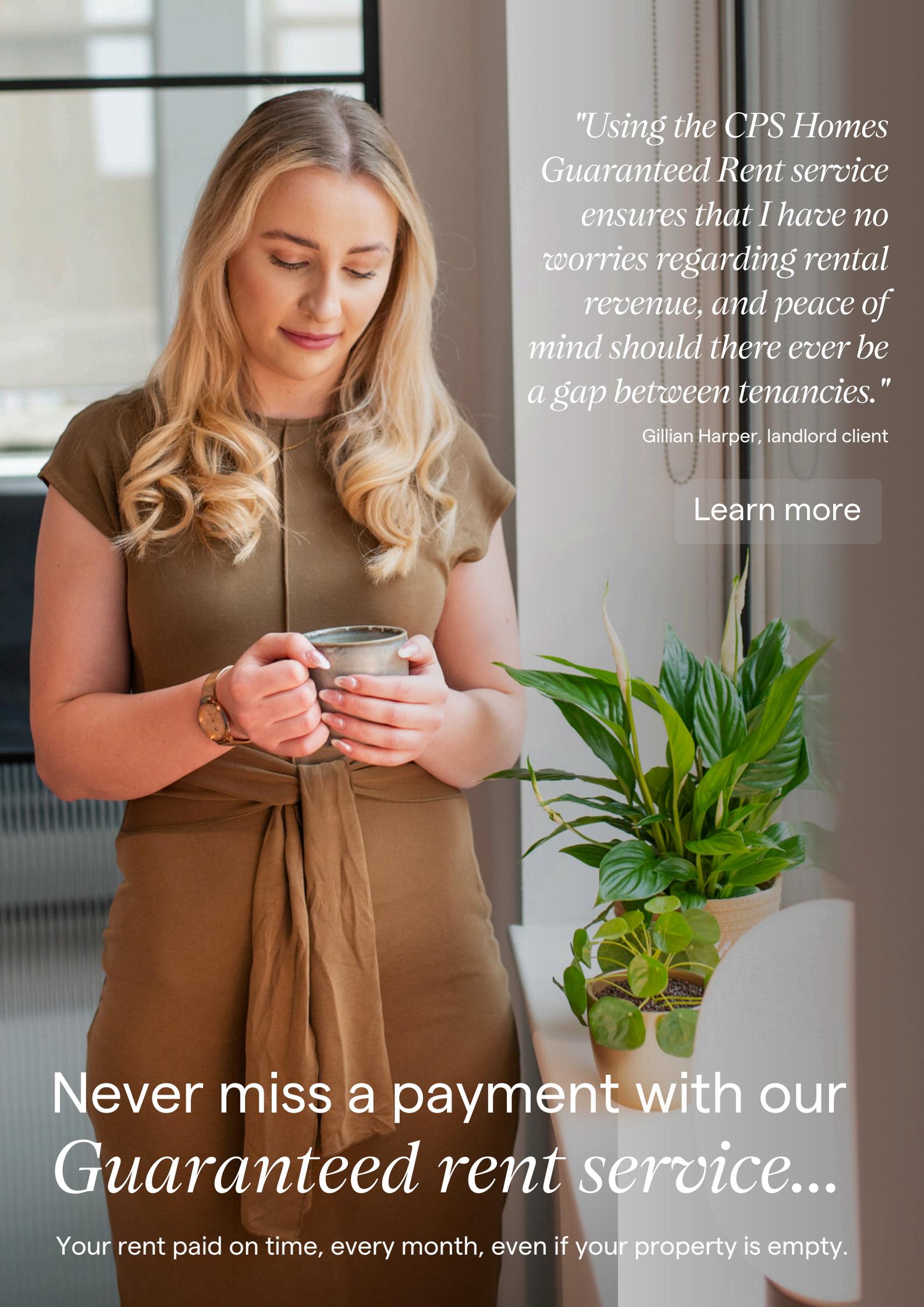


## Wales

- Landlords can include a clause in the occupation contract prohibiting pets. Where this clause exists, landlords can reject pet requests without needing to justify the decision.



Key takeaway: Welsh landlords remain free to choose whether pets are right for their property. In England, the decision will be taken out of their hands unless they have very good reason.



*"Using the CPS Homes Guaranteed Rent service ensures that I have no worries regarding rental revenue, and peace of mind should there ever be a gap between tenancies."*

Gillian Harper, landlord client

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