

# NOTICE ONLY PACK - PREVIEW

Jurisdiction: Wales

Notice Type: Fault-Based Notice - Wales (Renting Homes Act 2016)

## DOCUMENTS INCLUDED:

- |  |        |
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| 1. Notice Before Making a Possession Claim (RHW23) | Page 2 |
| 2. Service Instructions (Wales)                    | Page 5 |
| 3. Service and Validity Checklist (Wales)          | Page 7 |

## WHAT YOU GET:

- \* Court-ready legal documents
- \* Professional service instructions
- \* Pre-service compliance checklist
- \* Next steps guidance
- \* Lifetime dashboard access
- \* Free regeneration anytime

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All documents are editable and can be regenerated anytime.

## **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.

Part A: Landlord

**Name:**

Gareth Landlord

**Address:**

300 Newport Lane  
Newport  
NP20 1AA

Part B: Contract-Holder(s)

**Name(s):**

Megan ContractHolder

Part C: Dwelling

**Address:**

400 Wrexham Road

Wrexham

LL13 1AA

## Part D: Notice of Possession Claim

The landlord gives notice to 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:

### **Breach of contract (section 157)**

Clearly state the particulars of the breach, including whether section 55 (anti-social behaviour and other prohibited conduct) is relied upon.

### **Estate management grounds (section 160 and Schedule 8)**

Tick as applicable to indicate the paragraph of Schedule 8 relied upon.

Ground A (building works)

Ground B (redevelopment schemes)

Ground C (charities)

Ground D (dwelling suitable for disabled people)

Ground E (housing associations and housing trusts: people difficult to house)

Ground F (groups of dwellings for people with special needs)

Ground G (reserve successors)

Ground H (joint contract-holders)

Ground I (other estate management reasons) - State the reasons overleaf.

**Contract-holder's failure to give up possession of the dwelling following the contract-holder providing notice to end the contract (section 165, 170 or 191)**

## Part E: Signature

Signed by, or on behalf of, the landlord:

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Date:

15 January 2025

## Guidance notes for contract-holders

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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**

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### **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.



**Restrictions applicable to the recovery of possession ground**

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.

## Service Instructions for Fault-Based Breach Notice

**Property:** 400 Wrexham Road  
Wrexham  
LL13 1AA


**Contract-Holder:** Megan ContractHolder

**Notice Type:** Fault-Based Breach Notice

**Service Date:** 15 January 2025

### **IMPORTANT: WALES-SPECIFIC NOTICE**

This guidance is for serving fault-based breach notices under the **Renting Homes (Wales) Act 2016**. Wales has different laws from England. Do not use English guidance or forms.

 **CRITICAL:** You must serve this notice correctly or it will be invalid. Incorrect service is the most common reason for court rejection.

## Before You Serve - Compliance Requirements

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You **MUST** have complied with all legal requirements before serving any notice:

### **Rent Smart Wales Registration**

- All landlords and letting agents in Wales must be registered with Rent Smart Wales
- Check: [www.rentsmart.gov.wales](http://www.rentsmart.gov.wales)
- Penalty: Serving a notice while unregistered may invalidate the notice

### **Deposit Protection (if deposit taken)**

- Must be protected in a Welsh government-approved scheme:
  - Deposit Protection Service Wales
  - MyDeposits Wales
  - Tenancy Deposit Scheme Wales

- Must have provided prescribed information within 30 days
- Penalty: May affect validity of breach notice

#### **Written Statement of Contract**

- Must have provided contract-holder with written statement within 14 days of occupation
- Penalty: Cannot serve possession notice until provided

#### **Gas Safety (if applicable)**

- Annual gas safety check by Gas Safe engineer
- Copy given to contract-holder

#### **Electrical Safety**

- Electrical Installation Condition Report (EICR) within last 5 years

- Copy given to contract-holder

### **Smoke and Carbon Monoxide Alarms**

- Working smoke alarms on each storey
- Carbon monoxide alarms in rooms with solid fuel appliances
- Tested at start of contract

### **Retaliatory Eviction Protection**

- Cannot serve notice within 6 months of contract-holder making a legitimate complaint
- Cannot serve notice if local authority is investigating the property

### **Evidence of Breach**

- Must have clear evidence of the breach you're claiming
- Document everything: dates, times, witnesses, photos, correspondence

- For rent arrears: Keep detailed rent payment records
- For anti-social behaviour: Police reports, witness statements, complaint logs

## How to Serve This Notice

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Under Welsh law, you can serve a notice by:

### **RECOMMENDED METHOD: Personal Service**

- Hand the notice directly to the contract-holder
- Get them to sign a copy confirming receipt
- If they refuse to sign, have a witness present
- Take a photo of the handover

✓ **Why this is best:** Clear proof that the contract-holder received the notice. If they dispute service, you have witness testimony and photographic evidence.

### **Alternative Method 1: Leaving at the Dwelling**


- Leave the notice at the dwelling in a sealed envelope
- Address it to the contract-holder



- Put it through the letterbox or hand it to an adult at the property
- Take a photo as evidence

### **Alternative Method 2: Postal Service**


- Send by First Class post to the dwelling address
- **RECOMMENDED:** Use Royal Mail Signed For or Special Delivery
- Keep proof of postage (certificate of posting or tracking number)
- Notice is deemed served when it would be delivered in ordinary course of post (usually 2 working days)

 **Note:** If using postal service, add extra days to be safe. The contract-holder can claim non-receipt.

### **Alternative Method 3: Email (Only If Agreed in Contract)**

- Can only use email if the contract specifically allows it

- Keep a copy of the sent email and any read receipts
- Follow up with postal or personal service to be safe

 **Risk:** Most contracts do NOT allow email service. Check your contract carefully before using this method.

## **Evidence You Must Keep**

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**CRITICAL:** You will need to prove service when applying to court.

**Service Evidence Checklist:**

- ✓ Original copy of the notice (for your records)
- ✓ Copy showing date of service
- ✓ Proof of service:
  - Personal service: Signed acknowledgment or witness statement
  - Postal service: Certificate of posting or tracking receipt
  - Email: Sent email with timestamp and read receipt
- ✓ Evidence of breach:
  - Rent arrears: Full rent payment history
  - Anti-social behaviour: Police reports, witness statements
  - Property damage: Photos, repair quotes
  - Other breaches: Relevant documentation

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## Certificate of Service Template:

### CERTIFICATE OF SERVICE

Property: 400 Wrexham Road  
Wrexham  
LL13 1AA

Contract-Holder(s): Megan ContractHolder

I certify that on [DATE], I served the Fault-Based Breach Notice dated [NOTICE DATE] by:

☒ Personal service - handed to contract-holder at [TIME] on [DATE]

☐ Left at dwelling - left in sealed envelope at [TIME] on [DATE]

☐ Postal service - sent by [METHOD] on [DATE], tracking/reference: [REF]

☐ Email - sent to [EMAIL] at [TIME] on [DATE]

Served by: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Witness (if applicable):

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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## What Happens After Service?

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### Waiting Period

#### Breach Notice Period:

- Rent arrears: Minimum 14 days
- Other breaches: 14 days to 1 month depending on severity

You cannot apply to court before this date expires.

### If Breach is Remedied

If the contract-holder fixes the breach during the notice period:

- For rent arrears: They pay all outstanding rent
- For other breaches: They stop the behaviour or fix the problem
- The notice may no longer be valid - consult a solicitor before proceeding



## **If Contract-Holder Does Not Leave**

You **CANNOT**:

- **✗** Change the locks
- **✗** Remove their belongings
- **✗** Cut off utilities
- **✗** Harass or threaten them
- **✗** Enter without permission

**These are criminal offences in Wales**

You **MUST**:

- **✓** Apply to the county court for a possession order
- **✓** Provide evidence of the breach
- **✓** Wait for the court hearing

- ✓ Only evict with a court order and bailiff

## Common Mistakes to Avoid

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- ✗ Wrong notice period - check minimum period for your breach type
- ✗ Not registered with Rent Smart Wales
- ✗ Insufficient breach evidence - document everything thoroughly
- ✗ Retaliatory eviction - cannot serve within 6 months of legitimate complaint
- ✗ Poor proof of service - always get evidence
- ✗ Self-help eviction - never change locks without court order

## Useful Contacts

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### Rent Smart Wales:

- Website: [www.rentsmart.gov.wales](http://www.rentsmart.gov.wales)
- Phone: 03000 133 344

### HM Courts & Tribunals Service:

- Website: [www.gov.uk/government/organisations/hm-courts-and-tribunals-service](http://www.gov.uk/government/organisations/hm-courts-and-tribunals-service)
- Phone: 0300 123 1372

### Shelter Cymru:

- Website: [www.sheltercymru.org.uk](http://www.sheltercymru.org.uk)
- Phone: 0345 075 5005

## Legal Basis

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**Service Requirements:** Renting Homes (Wales) Act 2016

**Deposit Protection:** Renting Homes (Wales) Act 2016

**Illegal Eviction:** Protection from Eviction Act 1977

**Important:** This is guidance only and does not constitute legal advice. If you're unsure about any step, consult a solicitor or legal advisor.

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## **Wales Fault-Based Breach Notice - Service and Validity Checklist**

**Purpose:** Use this checklist to verify your fault-based breach notice was served correctly under the Renting Homes (Wales) Act 2016. Keep this checklist with your evidence file.

## Notice Details

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Landlord: Gareth Landlord

Landlord Address: 300 Newport Lane

Newport

NP20 1AA

Contract-Holder: Megan ContractHolder

Property Address: 400 Wrexham Road

Wrexham

LL13 1AA

Occupation Contract Start Date: 1 June 2023

Notice Service Date: 15 January 2025

## **Service Evidence Checklist**

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**Confirm you have collected and retained the following evidence of service:**

- Original signed fault-based breach notice
- Copy of the notice served to contract-holder
- Date and time of service recorded
- Method of service documented (hand delivery / first class post / recorded delivery)
- Proof of service:
  - If hand delivered: Photo of letterbox with notice visible, witness statement
  - If posted: Proof of postage receipt (Royal Mail certificate of posting)
  - If recorded delivery: Tracking number and delivery confirmation
- Witness details recorded (name, address, signature) if applicable
- Any correspondence from contract-holder acknowledging receipt
- Evidence of the breach (photos, rent statements, correspondence, etc.)



**Keep All Evidence:** You must prove both service of the notice and the breach itself. Document everything thoroughly.

## **Validity Requirements (Renting Homes (Wales) Act 2016)**

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**Verify your notice meets these validity requirements:**

- Notice is in writing and contains required information (landlord, contract-holder, property address)
- Notice clearly states the breach or ground for possession
- Breach details provided with sufficient particulars
- Contract is a standard occupation contract (not secure or prohibited)
- Appropriate notice period given:
  - Rent arrears (serious breach): 14 days minimum
  - Anti-social behaviour (serious breach): 14 days minimum
  - Other breaches: Check specific section requirements
- Notice signed and dated by landlord or landlord's agent
- Landlord is registered with Rent Smart Wales (legally required)

**⚠ CRITICAL WALES-SPECIFIC REQUIREMENTS:**

- You must be registered with Rent Smart Wales - unlicensed landlords cannot serve valid notices
- The breach must be genuine and provable with evidence
- Notice period varies by breach type - ensure you've given sufficient notice
- For serious breaches (rent arrears, ASB), 14 days notice is typically required
- Court will assess reasonableness - ensure breach is substantial

## After Service

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### Post-service actions:

- Wait until notice period has expired
- Do not change locks or remove contract-holder belongings (illegal eviction)
- Do not harass contract-holder or cut off utilities
- Continue documenting the breach if it persists
- If contract-holder remains after notice expires, apply to court for possession order
- Keep proof of service, breach evidence, and Rent Smart Wales registration readily accessible for court

**Legal Basis:** Renting Homes (Wales) Act 2016, Sections 157, 159, 161, 162 (breach-based grounds)

**Rent Smart Wales:** All landlords in Wales must be registered

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