

FORM RHW31

NOTICE OF JOINT CONTRACT-HOLDER'S INTENTION TO APPLY FOR AN ORDER ENDING RIGHTS AND OBLIGATIONS OF ANOTHER JOINT CONTRACT-HOLDER DUE TO NON-OCCUPATION

This form is for use by a joint contract-holder ("joint contract-holder A") to give notice to another joint contract-holder ("joint contract-holder B") under section 227(3) of the Renting Homes (Wales) Act 2016 ("the Act") of joint contract-holder A's intention to apply to the court for an order to end joint contract-holder B's rights and obligations under the occupation contract because it is a term of the occupation contract that the joint contract-holder must occupy the dwelling as his or her only or principal home and joint contract-holder A believes that joint contract-holder B does not occupy or intend to occupy the dwelling.

Part A: Joint Contract-Holder A
Name:

Part B: Joint Contract-Holder B <i>Who Joint Contract-Holder A believes does not occupy and does not intend to occupy the dwelling</i>
Name:
Address (if known):

Part C: Other Joint Contract-Holder(s)
Name(s) <i>(if applicable)</i> :
<i>Joint contract-holder A must give a copy of this notice to each of the other joint contract-holders.</i>

Part D: Landlord
Name:
Address:
<i>Joint contract-holder A must give a copy of this notice to the landlord.</i>

Part E: Dwelling
Address:

Part F: Notice of Intention to Apply for an Order Ending Joint Contract-Holder B's Rights and Obligations Under the Occupation Contract
The joint contract-holder named at Part A believes that the joint contract-holder named at Part B does not occupy and does not intend to occupy the dwelling above as his or her only or principal home.
If the joint contract-holder named at Part B occupies or intends to occupy the dwelling, he or she must inform the joint contract-holder listed at Part A in writing before the end of the warning period on [date]
<i>Note: The specified date must be four weeks from the day on which this notice is given to the contract-holder.</i>

Part F: Notice of Intention to Apply for an Order Ending Joint Contract-Holder B's Rights and Obligations Under the Occupation Contract (continued)

During the warning period, the joint contract-holder named at Part A will make such enquiries as are necessary to satisfy himself or herself that the joint contract-holder named at Part B does not occupy or does not intend to occupy the dwelling.

If at the end of the warning period the joint contract-holder named at Part A is satisfied that the joint contract-holder named at Part B does not occupy or does not intend to occupy the dwelling, the joint contract-holder named at Part A may apply to the court for an order ending the joint contract-holder named at Part B's rights and obligations under the occupation contract.

Part G: Signature

Signed by joint contract-holder A:

Date:

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