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# 1 Information about this factsheet

This factsheet provides information about:

- what your landlord can charge you in rent, depending on the type of occupation contract you have;
- what you can do if you are worried about affording a rent increase, or you have rent arrears; *and*
- checking whether your private landlord or agent is registered and licensed (including issues related to rent as a result of this).

For information about other aspects of your rights as a contract-holder with a rental occupation contract, you may also wish to view some of our other housing factsheets and guides at:

[www.agecymru.org.uk/information-resources](http://www.agecymru.org.uk/information-resources)

Alternatively, you can contact **Age Cymru Advice** for further information – see section 10 for contact details.

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**Note:** The information given in this factsheet is applicable in Wales. Different rules are likely to apply in England, Northern Ireland and Scotland. Contact Age UK, Age NI and Age Scotland respectively for further information.

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## 1.1 Introduction

Different contract-holders (previously referred to as tenants) have different rights around rents. Generally, your rights depend on:

- what housing sector you live in and, therefore, the type of landlord you have; *plus*
- the type of occupation contract you have.

The law in this area is complicated, so it's a good idea to seek advice if you want to take action against your landlord. This factsheet aims to give you basic information about your rights, but in many cases you may want to get more detailed advice from a specialist adviser (some of the organisations, such as Shelter Cymru, listed in section 10 below may be able to provide this).

If you are having difficulty paying your rent, check whether you are entitled to Housing Benefit (over State Pension age), or Universal Credit (under State Pension age). These are benefits for people on low incomes. You might also be eligible for help with Council Tax. See section 6 below for further information on this topic.

## 2 Legislative changes in Wales and new terminology regarding housing law

### 2.1 The Renting Homes (Wales) Act 2016

The *Renting Homes (Wales) Act 2016* was implemented on **1 December 2022** and means that the way all landlords (in all housing sectors) rent their properties has changed.

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**Note:** The information in this section is a brief summary of the main points of note in the new legislation. Further information on these elements can either be found within relevant sections of the factsheet below, or in our other factsheets on housing topics.

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#### Changes in terminology

Under the Act:

- *Tenants* (and licencees) are now known as ‘**contract-holders**’.
- *Tenancy agreements* are now known as ‘**occupation contracts**’.
- *Local authority (council)* and *housing association* landlords are now known as ‘**community landlords**’ (private registered providers of social housing will also be classed as a community landlord). Private rented sector landlords will continue to be referred to as ‘private landlords’, so there is no change in this regard.

#### Types of occupation contract

The new act seeks to simplify housing law by specifying two types of occupation contract:

- **Standard contract** – generally for use in the private rented sector.
- **Secure contract** – generally for use in the social rented sector.

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**Note:** There will also be ‘**converted**’ versions of the contracts above, however (in cases where people already had a tenancy in place prior to the new act coming into force on 1 December 2022).

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### Converted contracts

Generally speaking, converted contracts will provide new rights, as a result of the new legislation, though many terms of the original agreement will continue to apply. Shelter Cymru advise that:

“The terms of the tenancy agreement that you had before 1 December 2022 are still binding on you and your landlord. The only exception to this is if the terms of the agreement you made before 1 December 2022 are incompatible with the fundamental terms of the new type of occupation contract you have”<sup>1</sup>.

See below for more information on fundamental terms.

Under the new legislation, landlords must provide written contracts to contract-holders. In the case of converted contracts, landlords were given until 31 May 2023 to provide this. The contract should incorporate the terms of your original agreement made before 1 December 2022. You do not need to sign this agreement, but if you are asked to, make sure to check that the agreement is not actually a whole new contract and doesn't take away any significant rights that you had before. Seek specialist advice, such as from Shelter Cymru, if you're unsure.

### Fundamental terms in occupation contracts

Fundamental terms in your occupation contract provide you with important rights that a landlord **must** include in the contract.

There are two types of fundamental terms:

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<sup>1</sup> ‘Converted contracts’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/renting/converted-contracts> (last accessed 7 July 2023).

- **Hard fundamental terms** – these cannot be left out of an occupation contract or altered in any way.
- **Soft fundamental terms** – the only time that a soft fundamental term can be altered and/or left out of the contract is if it puts you, as the contract-holder, in a “**better position**” and only if you’re happy to agree to the change<sup>2</sup>. This applies in the case of soft fundamental terms only.

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**Note:** What constitutes a fundamental term may sometimes differ depending on what type of occupation contract it is – e.g. secure or standard.

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### Other significant changes under the new legislation

The other main changes under the act include:

- Contract-holders will receive a written contract setting out their rights and responsibilities.
- There is an increase in the ‘no fault’ eviction notice period from two to **six** months.
- New measures to protect against **retaliatory** eviction (i.e. where a landlord serves notice on a contract-holder because they ask for repairs and/or complain about poor conditions).
- Improved succession rights – i.e. these rights set out who is able to continue to live in a property after the contract-holder dies.
- Increased flexibility in cases where there are joint contract-holders, making it easier to add or remove others to an occupation contract.
- New rules whereby a landlord has to ensure that their property is **fit for human habitation**.

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<sup>2</sup> ‘Fundamental terms of occupation contracts’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/renting/written-occupation-contracts/fundamental-terms-of-occupation-contracts> (last accessed 7 July 2023).

## Further information on the Renting Homes (Wales) Act 2016

The Welsh Government has a section on their website on the new legislation, including specific pages aimed at contract-holders and landlords, plus a link to the actual Act itself:

[www.gov.wales/housing-law-changing-renting-homes](http://www.gov.wales/housing-law-changing-renting-homes)

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### Note: Checking that your landlord is registered and/or licensed

All private landlords in Wales must be registered with Rent Smart Wales. This requirement pre-dates the implementation of the *Renting Homes (Wales) Act 2016*, but – in addition to being relevant in its own right – it can affect your rights when renting (for example, if your landlord has failed to register).

If you are looking for a home to rent in the private rental sector, you should check that the landlord is registered and has complied with the licensing rules before you agree to move in or sign an occupation contract. Section 8 below has further information on Rent Smart Wales and registration and licensing requirements and how you can check this. If you are already renting and discover your landlord hasn't complied with the registration and licensing rules, you could seek advice from Shelter Cymru (see section 10 below for their contact details).

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## 3 Your rights regarding rent – occupation contracts in the private rented sector

### 3.1 Background – occupation contracts in the private rented sector

If you rent your home in the private rented sector, you are likely to have one of the following types of occupation contract (depending on whether your rental agreement was in place prior to the implementation of the *Renting Homes (Wales) Act 2016* on 1 December 2022).



### If you started renting from 1 December 2022 onwards, you are likely to have:

- a fixed term standard contract; *or*
- a periodic standard contract.

### If you were already renting your home prior to 1 December 2022, you are likely to have:

- a converted fixed term standard contract; *or*
- a converted periodic standard contract.

See the sub-sections which follow for further information on these different types of occupation contract with specific regard to your rights around rent.

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**Note:** Some people may still have a regulated tenancy (where the tenancy began prior to 15 January 1989) – section 3.5 below has information on this.

Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction* has some information on some other exceptions where you might not have any of the above occupation contract types. If you are in this situation, you could seek further advice from Shelter Cymru.

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## 3.2 Rights regarding rent if you have a fixed term standard contract

Standard occupation contracts don't have any limits as to how much your rent can be increased by. However, most landlords will consider other rents being charged in the local area on similar properties, before deciding on what rent to set for your home (or how much to increase it by). In other words, they are likely to be guided by the 'market rent'.

A fixed term standard contract lasts for a specific time period (though you can't be evicted at the end of the fixed term without a court order. Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction* has further information on this). Having a fixed term standard contract also means your landlord is not allowed to increase the rent until **after** the fixed term has ended (unless you agreed to it).

When the fixed term comes to an end, the landlord will either:

- offer you a new fixed term standard contract. However, at this point the landlord can set a new rental amount as part of the new contract; *or*
- they will effectively do nothing (i.e. not offer a new fixed term contract), which would mean that you then automatically become a statutory periodic standard contract-holder. If your landlord wishes to increase your rent at that point, then they must comply with rules regarding rent for periodic standard contracts (see section 3.3 below).

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**Note:** If your landlord informs you that they are increasing your rent when you are still within the period of a fixed term standard contract, you should seek specialist housing advice (for example from Shelter Cymru – see section 10 for contact details). Be aware that “if you start paying the amount that the landlord is proposing, it is likely that you would be deemed to have agreed with the rent increase”<sup>3</sup>.

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### 3.3 Rights regarding rent if you have a periodic standard contract

If you have one of these contracts, you must be given a **two month** period of notice by the landlord when they wish to raise your rent.

They must do this in writing by using an official RHW12 form<sup>4</sup>.

The landlord is not able to increase your rent less than 12 months after the last increase.

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<sup>3</sup> ‘Rent and rent increases’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/paying-for-housing/rent-and-rent-increases> (last accessed 11 July 2023).

<sup>4</sup> A copy of the RHW12 form can be found on the Welsh Government’s website at: <https://www.gov.wales/notice-variation-rent-form-rhw12>

### **If the landlord does not follow this procedure**

Shelter Cymru advise that if your landlord plans to increase the rent without following the correct procedure described above, “it probably won’t be legally binding on you to pay the amount they are asking for unless you agree to it”. However, “remember, if you start paying the rent at the new amount, you will probably be seen as having accepted the rent increase”<sup>5</sup>. Contact Shelter Cymru for advice if you are in this situation.

## **3.4 Rights regarding rent if you have a converted fixed term standard contract or converted periodic standard contract**

### **Converted periodic standard contracts only**

The same procedure applies as outlined in section 3.3 above – i.e. you must be given a two month notice period when the landlord is going to raise the rent (and they must use the RHW12 form). The landlord is also not able to increase your rent less than 12 months after the last one.

### **Converted fixed term standard contracts and converted periodic standard contracts**

If you have either of these converted contracts, you have the right to challenge a rent increase via a Rent Assessment Committee (RAC). RACs are administered by the Residential Property Tribunal Wales.

You must make an application to do this within 2 months of receiving a RHW12 notice of a rent increase from your landlord.

You can access the appropriate application form from the Residential Property Tribunal Wales website at:

<https://residentialpropertytribunal.gov.wales/renting-homes-wales-act-2016>

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<sup>5</sup> ‘Rent and rent increases’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/paying-for-housing/rent-and-rent-increases> (last accessed 11 July 2023).

**It's important to bear in mind, however, that the RAC might actually set a higher rent if they find that the rent increase you've already been given would mean you were still paying a lower rent than other contract-holders living in similar properties in the area.**

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**Note:** Shelter advise that if you had an old assured or assured shorthold tenancy “before your agreement converted, and your agreement contained a ‘rent review’ clause, then your landlord should continue to follow the procedure set out in your original assured tenancy agreement”<sup>6</sup>.

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### 3.5 Regulated (often called ‘protected’) tenants

Regulated tenancies are rare as they have not been granted for a long time, but it's possible you have one if you have lived in your home or with the same landlord since before 15 January 1989. This type of tenancy will not be converted to a new type under the *Renting Homes (Wales) Act 2016* and thus the old terminology is still in use (i.e. tenants and tenancy agreement, rather than contract-holder and occupation contract).

Regulated tenants have a high level of security in regard to a number of areas, including an entitlement to a ‘fair rent’.

#### Fair rents and rent increases

Both regulated tenants and the landlord can apply to a Rent Officer to decide what a ‘fair rent’ for the property is. Your landlord can only charge up to a maximum amount set by the Rent Officer.

Once a fair rent has been decided (‘registered’), your landlord can only increase your rent by applying for a new fair rent. They cannot make an application within two years of the last registration unless special circumstances apply. For example, they improve the condition of your property to the extent that the current fair rent is no longer appropriate.

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<sup>6</sup> Ibid

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**Note:** If you disagree with a fair rent registered by a Rent Officer, you can appeal to the Rent Assessment Committee (RAC). Further information can be found on the Residential Property Tribunal Wales website at:

<https://residentialpropertytribunal.gov.wales/fair-rent>

However, bear in mind that there's a possibility that the RAC could set a higher rent than the one originally decided by the Rent Officer, so it would be a good idea to seek advice before appealing their decision (for example, from Shelter Cymru – see section 10 below for contact details).

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## 4 Your rights regarding rent – occupation contracts with a community landlord (local authority or housing association landlords)

### 4.1 Background – occupation contracts from community landlords

The rent amount with a community landlord will usually be less than private landlords would charge for a comparable property. If you rent your home from a community landlord, you are likely to have one of the following types of occupation contract (depending on whether your rental agreement was in place prior to the implementation of the *Renting Homes (Wales) Act 2016* on 1 December 2022).

**If you started renting from 1 December 2022 onwards, you are likely to have:**

- a secure occupation contract;
- an introductory standard contract; *or*
- a prohibited conduct standard contract.

**If you were already renting your home prior to 1 December 2022, you are likely to have:**

- a converted secure contract;
- a converted introductory standard contract; *or*
- a converted prohibited conduct standard contract.

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**Note: Most contract-holders renting from a community landlord will be given a secure occupation contract.**

Introductory standard contracts are usually for one year and will generally change to be a secure occupation contract at the end of this trial period.

Prohibited conduct standard contracts are given where a contract holder has carried out anti-social behaviour in their community (they usually last for one year and, as long as there are no further problems, it will normally be replaced with a new secure occupation contract).

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## 4.2 Rights regarding rent if your occupation contract with your community landlord began from 1 December 2022 onwards

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**Note:** The information in this section applies in the case of all the occupation contract types (from 1 December 2022 onwards) listed in section 4.1 above (unless otherwise stated).

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Occupation contracts with a community landlord must set out details of how your rent can be changed. They must also give you a notice period of 2 months if they are planning an increase, with the notification being in writing on a RHW12 form.

Your rent cannot be increased **less than 12 months** after a previous increase.

Community landlords will increase rents in line with the Welsh Government's '*Rent and service charge standard 2020 to 2025*' (it applies to "all general needs and sheltered housing funded through Welsh Government programmes or provided from a landlord's own resources", though there are some exceptions – see the '*Note*' overleaf). The rent and service charge standard includes a formula that takes into account the Consumer Price Inflation (CPI) rate from the previous year. A copy can be accessed on the Welsh Government website at:

[www.gov.wales/rent-and-service-charge-standard-2020-2025](http://www.gov.wales/rent-and-service-charge-standard-2020-2025)

The *Rent and service charge standard* rules are:

- "CPI+1% is the **maximum overall** increase allowable in any one year but CPI+1% **must not** be regarded as an automatic uplift".
- The rents of individual contract-holders "can be reduced, frozen or rise by "up to an additional £2" per week on condition that the social landlords overall increase in rental income is no greater than CPI+1%".

- “Should CPI fall outside the range of “0% to 3%”, the responsibility will rest with the Welsh Ministers to determine the appropriate uplift to be applied for that year”<sup>7</sup>. This is particularly relevant at the time of writing – July 2023 – due to the current high rate of inflation. As such, the Welsh Government has advised that during the financial year 2023-2024 community landlords can increase rents by a maximum of 6.5%<sup>8</sup>.
- Community landlords are expected to set service charges which are reasonable and affordable and can review these on annual basis. “Landlords are required to list their service charges separately to the rent to allow for transparency”<sup>9</sup>.

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**Note:** Annex A of the *Rent and service charge standard 2020 to 2025* contains a list of accommodation types where the standard won't apply, including “extra-care housing; other supported housing; any housing units which are not self-contained...leased dwellings which includes those leased to temporarily house the homeless...care homes [and] student accommodation”.

If you are in a situation where the *Rent and service charge standard* doesn't appear to apply to you, seek expert advice from an organisation such as Shelter Cymru.

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### If the landlord does not follow this procedure

If your community landlord tries to increase the rent without following the procedure outlined above, you could seek advice from Shelter Cymru to challenge it. As with some of the other contract types outlined above, Shelter warn that “if you start paying the rent at the new amount, you will probably be seen as having accepted the rent increase”<sup>10</sup>.

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<sup>7</sup> Welsh Government rent and service charge standard 2020-2025.

<sup>8</sup> Press release: Package of support promised for tenants as Minister sets new social rent cap for Wales, Welsh Government, 16 November 2022: [www.gov.wales/package-support-promised-tenants-minister-sets-new-social-rent-cap-wales](http://www.gov.wales/package-support-promised-tenants-minister-sets-new-social-rent-cap-wales) (last accessed 13 July 2023).

<sup>9</sup> Welsh Government rent and service charge standard 2020-2025.

<sup>10</sup> ‘Rent and rent increases’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/paying-for-housing/rent-and-rent-increases> (last accessed 13 July 2023).



## Challenging a rent increase

- **Secure occupation contracts**

It's not usually possible to challenge a rent increase made by a community landlord, as there is generally not a right of appeal for secure contract-holders.

- **Introductory standard contract or prohibited conduct standard contract**

If you have one of these contracts, contact a specialist organisation, such as Shelter Cymru, for further information.

### 4.3 **Rights regarding rent if you have a converted occupation contract with a community landlord (rental agreements already in place prior to 1 December 2022)**

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**Note:** The information in this section applies in the case of all the occupation contract types (already in place prior to 1 December 2022) listed in section 4.1 above (unless otherwise stated).

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In general, the procedure for setting and increasing rents by community landlords is the same with converted contracts as outlined above in section 4.2 (if the landlord does not follow the correct procedure, then the advice will also be as outlined in section 4.2).

An exception is “if you had a secure housing association tenancy before your agreement converted to a secure occupation contract. If you were a secure housing association tenant, your landlord only needs to give a minimum of 4 weeks’ notice to increase your rent. You probably had a secure housing association [tenancy] if you moved into a housing association property before 15 [January] 1989”<sup>11</sup>.

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<sup>11</sup> Ibid

## Challenging a rent increase

Generally, your rights will be the same as per section 4.2 above.

There is an exception, however, if you have a converted contract and your community landlord is a housing association, as follows:

“If you moved into your home before 1 December 2022 and had an assured or an assured shorthold tenancy with a housing association, you still have the right to challenge a rent increase by applying to the Rent Assessment Committee (RAC). You must do this within 2 months of receiving the RHW12 notice of a rent increase notice from your landlord. However, be aware that the RAC may even set a higher rent if they find that the rent increase would mean you are paying less rent than other contract-holders living in similar properties”<sup>12</sup>.

## 5 If you will struggle to be able to afford a rent increase

### Private sector housing

If you are worried that you may not be able to pay your rent, you should contact your landlord as soon as possible. You may also wish to contact an advice organisation such as Shelter Cymru or Citizens Advice who may be able to help you raise your concerns – for example, they may be able to advise you if, given your occupation contract type, it might be worth negotiating with your landlord to try to agree a lower rent increase. It is possible the landlord may consider this, given that if you moved out due to the rent being unaffordable, they would have the costs of re-letting the property. Alternatively, the landlord may agree to a phased increase in rent in stages over a longer period of time.

**Welfare benefits** may also be able to help you meet your rent payments – see section 6 below.

If you are already – or in danger of becoming – in debt via rent arrears, or other money that you owe, also see section 7 below.

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<sup>12</sup> Ibid

## Community landlords

If you are worried that you may not be able to pay your rent, you should contact your landlord as soon as possible. There may not be many options in regard to reducing, or delaying, the rent increase, given the formula used by community landlords (outlined in section 4 above) and the fact that rents are generally lower in this sector already. However, **welfare benefits** may be able to help you meet your rent payments – see section 6 below.

If you are already – or in danger of becoming – in debt via rent arrears, or other money that you owe, see section 7 below.

You may also wish to contact an organisation such as Shelter Cymru or Citizens Advice to see if they can offer you advice on the best way forward.

## 6 Rent increases and welfare benefits

If you are on a low income, you may be eligible for **Housing Benefit** (over State Pension age) or **Universal Credit housing costs** (under State Pension age) to help you pay the rent.

### If you are already claiming Housing Benefit (or Universal Credit housing costs)

If you are already claiming Housing Benefit or Universal Credit and your rent is increased, you should notify your local authority or the Department for Work & Pensions (DWP) straightaway (you'll need to provide evidence of the increase and they'll be able to let you know what information they'll need for this).

Your claim should be looked at again and you'll be notified of any extra entitlement and when it will start to be paid at the new increased amount.

Potentially, there may be other benefits and entitlements that you could claim as well – see below.

## Claiming Housing Benefit (or Universal Credit housing costs) for the first time and/or other benefits that you might be eligible for

Alternatively, if you haven't previously been eligible for Housing Benefit or Universal Credit housing costs (or haven't checked for potential eligibility before), it could be worth getting a benefit check to see if you could claim these and/or other benefits that, whilst not being specifically for your rent, could still provide you with extra income that you could use towards rent and other bills and expenses.

Other benefits include:

- Pension Credit (an income-related benefit to give you some extra money in retirement);
- the Council Tax Reduction Scheme (helps towards your Council Tax bill);
- non-means tested benefits, such as Attendance Allowance (for older people who may need extra help to stay independent at home due to an illness or disability).

Your local Age Cymru, or our national Age Cymru Advice service, should be able to carry out a **benefit check** for you – see section 10 below for contact details.

## Discretionary Housing Payments

If your entitlement from Housing Benefit (HB) or Universal Credit housing costs (UCHC) does not cover enough of your rent and you still need extra financial help, you might be able to apply for a Discretionary Housing Payment (DHP) from your local authority. As the name implies, the authority can use its discretion to award one of these extra payments, depending on individual circumstances. DHPs do not have to be paid back.

The authority will decide how much you can receive, whether you can receive multiple payments and, if so, for how long they will set this period for. A DHP may be awarded for the following reasons:

- a shortfall between the HB or UCHC you receive and the amount of rent you have to pay yourself (leading to hardship);
- a rent deposit or rent in advance;
- removal costs for a property that you are yet to move into; *or*
- in some situations, to help prevent you becoming homeless and/or to assist with rent arrears.

The authority is likely to ask you for evidence of your income, regular outgoings and whether you have any savings. If you get disability benefits, such as Attendance Allowance, the authority should generally not take them into account, as the money from that type of benefit is needed to pay for things related to your disability.

If you are not awarded a DHP, you can ask the local authority to reconsider if you feel the decision is unfair, though beyond that there is no right of appeal (unless the authority has acted in an unreasonable way when dealing with your claim, in which case you may be able to approach the Public Services Ombudsman for Wales – see section 10 below for contact details).

Shelter Cymru should also be able to provide you with further advice and information on DHPs.

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**Note:** Local authorities receive a new funding allocation for DHPs at the start of each financial year (which begins in April), so if your application for one has been refused before, you could reapply if you are now in a new financial year.

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### **Further information on benefits**

The following factsheets and guides contain further information on benefits and entitlements:

- Factsheet 17 *Housing Benefit*;
- Factsheet 92 *Universal Credit*;
- Factsheet 48 *Pension Credit*;
- *More money in your pocket: how to claim the right benefits in later life*;
- Factsheet 21w *Council Tax in Wales: information about the tax and help you might get towards your bill*.

## 7 Rent arrears

### 7.1 Seeking advice

**If you fall behind on your rent, contact Shelter Cymru, or a free and independent debt advice organisation, as soon as possible.**

Let your landlord know you are doing this and will try to make up the payments as soon as possible. If your landlord is a local authority or housing association, ask what support they offer with arrears.

**For debt management purposes, rent arrears are treated as a priority debt. This is because falling into arrears puts you at risk of eviction.**

This does not mean there is no hope of remaining in your property if you fall into arrears. You may be able to avoid court action if you engage with your landlord and explore options for repayment.

You can also look to maximise your income by claiming all the benefits and entitlements you are entitled to – see section 6 above.

### 7.2 Negotiating over arrears

It can sometimes be possible to reach an agreement with your landlord to pay a certain amount of arrears off each month. **However, it's important to make sure you agree on an amount you can realistically afford.** You should also get your arrangement confirmed in writing and may wish to seek support from an organisation such as Shelter Cymru on whether this is the best option in your situation.

## 7.3 'Breathing Space' Debt Respite Scheme

You may be eligible for the Breathing Space Debt Respite Scheme. The scheme is free and is designed to give people time to receive debt advice. It prevents creditors from adding interest, fees or taking enforcement action for 60 days. There is also a specific 'mental health crisis Breathing Space'. This lasts as long as the person's mental health crisis treatment, plus 30 days (no matter how long the crisis treatment lasts).

### Applying to the Breathing Space scheme

**You can't apply to the scheme directly, but you can ask a free debt advice organisation to help you access it** – see section 7.2 below. You might also be able to access it via your local authority if someone there is helping you already. Where applicable, a mental health worker may also be able to help you apply.

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**Note:** Be very wary of debt management companies who charge for their services – they might use similar wordings to 'breathing space' on their websites or in their adverts, but could actually be marketing debt management plans that you'd be charged for. **It is best to seek advice from the organisations listed in section 7.4 below.**

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### When you have entered into a 'Breathing Space' period

Once your application has been approved and your landlord is notified that you've entered into a breathing space period, they must **not**:

- demand payment of arrears and/or contact you about them;
- charge interest and/or other fees related to the arrears (these should be frozen during the breathing space period);
- carry out any enforcement action through the courts, debt collectors or bailiffs (any action already happening should be paused).

As a result of the above, "during the period of the breathing space landlords cannot serve notice on you or evict you for rent arrears".

**However**, bear in mind that “breathing space would not prevent a landlord giving notice or taking eviction action for other reasons or grounds, for example, anti-social behaviour. It would also not prevent a landlord using the ‘no fault’ eviction process for standard contract-holders. The ‘no fault’ eviction procedure can be used by private landlords (and in some circumstances community landlords)”<sup>13</sup>.

**Significantly, all landlords must follow certain rules for these grounds for eviction, however, so it may be possible to challenge this if they fail to do so** – this topic is not covered in this factsheet, but for further information see Age Cymru’s Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction*.

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**Note:** It’s important to note that breathing space is **not** a payment holiday, so you still have to pay your current and regular ongoing rent amounts.

Your landlord will be able to ask for the breathing space to be cancelled if you do not do so. Also, when the breathing space period has ended, you’ll still be legally required to pay what you owe. However, “if you are having deductions taken from your benefits or wages, these will stop while you are in your breathing space [period]”<sup>14</sup>.

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## 7.4 Debt advice organisations

For debt advice, contact a service authorised by the Financial Conduct Authority (the regulator of financial services organisations in the UK), such as:

- StepChange Debt Charity;
- National Debtline;
- your local authority if they offer this type of help; *or*
- in some areas, from Shelter Cymru.

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<sup>13</sup> ‘Breathing Space from your debts’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/money-advice/loans-debt-and-bankruptcy/breathing-space-from-your-debts> (last accessed 21 July 2023).

<sup>14</sup> Ibid



A debt adviser can help you to budget, manage your debts and negotiate with your landlord and other creditors. They can also assess whether you are eligible for 'Breathing Space' – see section 7.3 above.

Age UK's Factsheet 75 *Dealing with debt* may also be helpful – visit our website or contact Age Cymru Advice for a copy (see section 10 below).

## 8 Rent Smart Wales – check whether your private landlord or agent is registered and licensed

Rent Smart Wales is a Welsh Government body which private landlords must be registered with. Additionally, any person who lets or manages a domestic property must have a licence from Rent Smart Wales – i.e. landlords who self-manage their properties, or letting agents who may have been appointed by the landlord.

One of the purposes of the registration and licensing scheme is to allow for the monitoring of private landlords and agents and to try and ensure that only reputable people are able to let out property.

### 8.1 Rent Smart Wales Code of Practice for private landlords and agents

Landlords and agents must abide by standards outlined in the following Rent Smart Wales document:

#### **Code of Practice for Landlords and Agents licensed under Part 1 of the Housing (Wales) Act 2014**

A copy can be accessed on the Welsh Government website at:

[www.gov.wales/rent-smart-wales-code-practice](http://www.gov.wales/rent-smart-wales-code-practice)

If you have concerns about the conduct of your landlord or agent, you can report it to Rent Smart Wales who should investigate. If they are not adhering to the Code of Practice, they could potentially lose their licence or not be able to renew it when it expires. It should be possible to make your complaint anonymously if you wish.

## 8.2 ‘Fit and proper person’ test for private landlords and agents

When deciding to grant a licence, Rent Smart Wales must be satisfied that “the applicant is a fit and proper person to be licenced”.

“This requirement is to ensure that those responsible for letting and managing a property in the private rented sector are of sufficient integrity and good character to be involved in the management of the property to which the licence relates. In addition, that they do not pose a risk to the welfare or safety of persons occupying the property”<sup>15</sup>.

When deciding whether someone is ‘fit and proper’, Rent Smart Wales will take into consideration whether the applicant has:

- “committed any offence involving fraud or dishonesty, violence, firearms or drugs or any offence listed in...the Sexual Offences Act 2003”;
- “practised unlawful discrimination on the grounds of any characteristic which is a protected characteristic under...the Equality Act 2010, or victimised another person contrary to that Act, in or in connection with the carrying on of any business”<sup>16</sup>; *or*
- contravened any provision of the law relating to housing, landlords or contract-holders.

The above list is not exhaustive, however, and Rent Smart Wales “must have regard to all matters it considers appropriate”<sup>17</sup>.

## 8.3 If your private landlord isn’t registered or the landlord/agent has not got a licence

### Action by Rent Smart Wales or the local authority

Landlords or agents that are not registered, or have failed to comply with the licensing rules may face one of the following penalties:

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<sup>15</sup> ‘Guidance on the “fit and proper person” test for licensing of landlords and agents: Guidance issued to the Licensing Authority under section 20(6) of the Housing (Wales) Act 2014, Welsh Government / Rent Smart Wales, October 2015.

<sup>16</sup> Ibid

<sup>17</sup> Ibid

- a fixed penalty notice;
- a **rent stopping order (RSO)** – this stops rent being paid by the contract-holder for a certain period; *or*
- a **rent repayment order (RRO)** – this requires the landlord to repay any rent received for a certain period and/or housing benefit or universal credit received (i.e. where money from these benefits has been paid to them on behalf of the contract-holder to help them meet their rent).

Contact your local authority or Rent Smart Wales for further information on this topic.

### Action the contract-holder can take

“Where a landlord has been successfully prosecuted, or a RRO has already been made in respect of housing benefit or universal credit, contract-holders can apply to the Residential Property Tribunal themselves for a RRO so that they can have some of their rent repaid. If you want to do this contact the Residential Property Tribunal Wales”.

“Any application by a contract-holder must be made within 12 months of any conviction or RRO and costs £155 (unless you are on certain income related benefits)”<sup>18</sup>. Contact Shelter Cymru for further information.

### Restriction on eviction

If your landlord is not registered, and has not either obtained a licence themselves, or appointed an agent who is licensed, **they may not be able to carry out a ‘no-fault’ eviction** – see Age Cymru’s Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction* for further information.

## 8.4 Checking the register

You can use the Rent Smart Wales public register to check whether your landlord or agent is registered and licensed at the link overleaf, or use their contact details listed in section 10:

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<sup>18</sup> ‘Landlord registration and licensing’, Shelter Cymru website: <https://sheltercymru.org.uk/housing-advice/finding-a-place-to-live/renting-privately/landlord-registration-and-licensing> (last accessed 21 July 2023).

## 9 Letting fees

**It is an offence for landlords or letting agents to charge a contract-holder any payment that is not specified as a 'permitted payment' by legislation.**

The permitted payments in addition to your regular rent payments are:

- security deposits;
- holding deposits (capped at the equivalent of one weeks' rent and refundable in most circumstances);
- a payment in default (if a contract-holder breaches their contract);
- payments for council tax, utilities, a television licence, or communication services **when these are included as part of your regular rent.**

Charges that are **not** permitted include:

- general administration;
- checking references or credit checks;
- accompanied viewings;
- receiving an inventory;
- signing a contract;
- drawing up, amending or renewing an occupation contract; *and*
- inspecting a property at the end of an occupation contract.

Contract-holders should be able to recover such payments – contact Shelter Cymru for further information. Further information can also be found on their website at:

<https://sheltercymru.org.uk/housing-advice/paying-for-housing/letting-fees>

## Restriction on eviction

If your landlord or the letting agent has charged you a banned fee and/or a holding deposit and the money has not been returned to you, **they may not be able to carry out a 'no-fault' eviction** – see Age Cymru's Factsheet 68w *Renting your home in Wales – rights if you are threatened with eviction* for further information.

## 10 Useful organisations

### Age Cymru Advice

Free and confidential information and advice on matters affecting the over 50s in Wales.

**Tel: 0300 303 44 98**

**E-mail: [advice@agecymru.org.uk](mailto:advice@agecymru.org.uk)**

**Website: [www.agecymru.org.uk/advice](http://www.agecymru.org.uk/advice)**

### Age Cymru organisations (local)

Your local Age Cymru may be able to provide advice and support on a range of issues. **Age Cymru Advice** can provide details of your local Age Cymru (see above), or visit the Age Cymru website at:

[www.agecymru.org.uk/local](http://www.agecymru.org.uk/local)

### Citizens Advice Bureaus (CABs)

National network of free advice centres offering confidential and independent advice, face to face or by telephone.

**Tel: 0800 702 20 20**

Details of your nearest CAB can be found at:

[www.citizensadvice.org.uk/wales](http://www.citizensadvice.org.uk/wales)

## Local authority (council)

Contact details for your local authority can be found via the Welsh Government's website:

[www.gov.wales/find-your-local-authority](http://www.gov.wales/find-your-local-authority)

## National Debtline

National telephone helpline for people with debt problems.

Tel: 0808 808 4000

Website: [www.nationaldebtline.org](http://www.nationaldebtline.org)

## Public Services Ombudsman for Wales

The Ombudsman looks to see whether people have been treated unfairly or have received a bad service from a public body, such as a local authority.

Tel: 0300 790 0203

E-mail: [ask@ombudsman.wales](mailto:ask@ombudsman.wales)

Website: [www.ombudsman.wales](http://www.ombudsman.wales)

## Rent Smart Wales

An organisation that processes landlord registrations and grants licences to landlords and agents who are required to comply with the *Housing (Wales) Act 2014*.

Tel: 03000 133 344

Website: [www.rentsmart.gov.wales](http://www.rentsmart.gov.wales)

## Shelter Cymru

A charity providing advice to people with housing problems. This includes a wide range of topics, including issues around rent; rights for contract-holders; eviction; homelessness and repairs.

Tel: 08000 495 495

Website: [www.sheltercymru.org.uk](http://www.sheltercymru.org.uk)

## StepChange Debt Charity

Offers free and independent debt advice and can help explore your options, including setting up a debt management (repayment) plan.

Tel: 0800 138 1111

Website: [www.stepchange.org](http://www.stepchange.org)

## Tai Pawb

An organisation in Wales promoting equality and social justice in housing. Tai Pawb works in partnership with providers and receivers of housing services, local authority partners, voluntary organisations and the Welsh Government.

Tel: 02921 057 957

E-mail: [info@taipawb.org](mailto:info@taipawb.org)

Website: [www.taipawb.org](http://www.taipawb.org)

## Welsh Government

The devolved government for Wales.

Tel: 0300 060 4400

E-mail: [customerhelp@gov.wales](mailto:customerhelp@gov.wales)

Website: [www.gov.wales](http://www.gov.wales)

# 11 Further information about Age Cymru

## 11.1 Who we are

**Age Cymru is the national charity for older people in Wales. We work to develop and deliver positive change with and for older people.**

**Our vision is an age friendly Wales.**

**Our mission is to make life better for older people.**

Together with our local partners:

- We provide information and advice.
- We deliver wellbeing programmes.
- We provide independent advocacy.
- We support carers.
- We campaign and research.

## **Age Cymru**

Mariners House  
Trident Court  
East Moors Road  
Cardiff  
CF24 5TD

029 2043 1555

[www.agecymru.org.uk](http://www.agecymru.org.uk)

Registered Charity 1128436

## 11.2 **How we can help**

### **Age Cymru Advice: our information and advice service for matters affecting people over 50 in Wales**

Age Cymru Advice is committed to being the foremost information and advice service to older people in Wales.

We aim to provide effective, accessible, high-quality information and advice while offering a free, impartial and confidential service. Age Cymru Advice can assist older people themselves, their family, friends, carers, or professionals.

All of our guides and factsheets are available to download from our website, or you can contact our advice line to have copies posted to you for free.



## Local support

Age Cymru Advice also acts as a gateway to our local services. Face to face support via local offices and home visits may be available to people requiring additional or more specialised support.

## Getting in touch

If you want to talk to one of our expert advisers, in Welsh or English, call us on **0300 303 44 98**. Our advice line is open between 9am and 4pm, Monday – Friday.

(Calls are charged at the same rate as a call to a standard 01 or 02 number. They will also be automatically included in any landline or mobile inclusive minutes package).

You can also:

- email us at [advice@agecymru.org.uk](mailto:advice@agecymru.org.uk); *or*
- visit our website at [www.agecymru.org.uk/advice](http://www.agecymru.org.uk/advice)



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[www.youtube.com/agecymru](https://www.youtube.com/agecymru)

### Sign up to our newsletter

Our quarterly newsletter contains details of our campaigns, services and how you can support our work. Sign up today by visiting:

[www.agecymru.org.uk/agematters](http://www.agecymru.org.uk/agematters)

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## 11.3 How you can help

All the information and advice we provide is free and completely impartial. In many cases our timely intervention can be life changing. We are an ageing population and more people than ever are coming to us for support. You can help us be there for those that need us most.

### Make a donation

No matter how small or large, donations make a massive difference and help us continue our important work.

Call: **029 2043 1555**

Visit: **[www.agecymru.org.uk/donate](http://www.agecymru.org.uk/donate)**

Every donation we receive helps us be there for someone when they need us.

- £10 helps towards a fully trained expert advice worker to respond to queries from people who need the support of our information and advice service.
- £20 helps towards the cost of us producing free information guides and factsheets that provide useful advice on issues affecting people over 50.

### Fundraise

Whether it is having a bake sale, running a marathon or knitting small hats for the Big Knit, there are so many ways to raise vital funds to support our work.

Call: **029 2043 1555**

Visit: **[www.agecymru.org.uk/getinvolved](http://www.agecymru.org.uk/getinvolved)**

### Volunteer with us

All volunteer roles at Age Cymru support us to improve lives and help us work towards an age friendly Wales. However you'd like to get involved, we'd love to hear from you.

Call: **029 2043 1555**

Visit: **[www.agecymru.org.uk/volunteer](http://www.agecymru.org.uk/volunteer)**

## Leave us a gift in your will

With a gift to Age Cymru in your will, you can do so much to make sure older people have the support they deserve in the years to come. Leave a world less lonely.

Call: **029 2043 1555**

Visit: **[www.agecymru.org.uk/legacy](http://www.agecymru.org.uk/legacy)**

