

**ACCOMPANYING DOCUMENTS**  
**Explanatory Notes and an Explanatory Memorandum are printed separately.**

# **Renting Homes (Wales) Bill**

## **[AS INTRODUCED]**

### **CONTENTS**

#### **PART 1**

##### **OVERVIEW OF ACT**

*Introduction to Parts 1 and 2 and key concepts in this Act*

- 1 Occupation contracts
- 2 Kinds of landlord
- 3 Fundamental provisions and supplementary provisions of occupation contracts
- 4 Identifying provisions of this Act which are fundamental provisions

*Overview of rest of Act*

- 5 Overview of Parts 3 to 9: operation and termination of occupation contracts
- 6 Overview of Parts 10 and 11: general provision

#### **PART 2**

##### **OCCUPATION CONTRACTS AND LANDLORDS**

###### **CHAPTER 1**

###### **OCCUPATION CONTRACTS**

- 7 Tenancies and licences that are occupation contracts
- 8 Secure contracts and standard contracts

###### **CHAPTER 2**

###### **NATURE OF CONTRACTS WHICH CAN BE MADE ETC. BY COMMUNITY LANDLORDS AND PRIVATE LANDLORDS**

*Definitions*

- 9 Community landlords
  - 10 Private landlords
- Contracts made with or adopted by community landlords*
- 11 Contract made with community landlord
  - 12 Contract adopted by community landlord
  - 13 Notice of standard contract
  - 14 Review of notice
  - 15 Notice of right to decide to remain on a fixed term standard contract

- 16 Introductory standard contracts  
*Contracts made with or adopted by private landlords*

- 17 Contract made with or adopted by private landlord

### **CHAPTER 3**

#### FUNDAMENTAL PROVISIONS OF OCCUPATION CONTRACTS

- 18 Fundamental provisions  
19 Fundamental terms and fundamental provisions: definitions  
20 Incorporation and modification of fundamental provisions  
21 Effect of non-incorporation and modification of fundamental provisions  
22 Powers in relation to fundamental provisions

### **CHAPTER 4**

#### SUPPLEMENTARY PROVISIONS OF OCCUPATION CONTRACTS

- 23 Supplementary provisions  
24 Incorporation and modification of supplementary provisions  
25 Effect of non-incorporation and modification of supplementary provisions

### **CHAPTER 5**

#### KEY MATTERS AND ADDITIONAL TERMS OF OCCUPATION CONTRACTS

- 26 Key matters of all occupation contracts  
27 Further key matters of standard contracts  
28 Additional terms

### **CHAPTER 6**

#### MODEL CONTRACTS

- 29 Model written statement of contract

## **PART 3**

### PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

#### **CHAPTER 1**

##### OVERVIEW

- 30 Overview of this Part

#### **CHAPTER 2**

##### PROVISION OF INFORMATION

###### *Written statement of contract*

- 31 Written statement  
32 Contents of written statement  
33 Editorial changes  
34 Failure to provide a written statement etc.  
35 Failure to provide statement: compensation  
36 Incomplete statement  
37 Incorrect statement: contract-holder's application to court

- 38 Incorrect statement: landlord’s application to court for declaration that contract is a standard contract

*Provision by landlord of information*

- 39 Provision by landlord of information about parties to the contract  
40 Compensation for breach of section 39

*Form of notices, statements and other documents*

- 41 Form of notices etc.

**CHAPTER 3**

WHEN CONTRACT BECOMES ENFORCEABLE

- 42 When terms of occupation contract become enforceable

**CHAPTER 4**

DEPOSITS AND DEPOSIT SCHEMES

*Security*

- 43 Form of security  
44 Form of security: county court proceedings

*Deposit schemes*

- 45 Requirement to use deposit scheme  
46 Deposit schemes: further provision  
47 Deposit schemes: interpretation

**CHAPTER 5**

JOINT CONTRACT-HOLDERS AND JOINT LANDLORDS

*Joint contract-holders*

- 48 Joint contract-holders: joint liability etc.  
49 Adding a joint contract-holder  
50 Adding a joint contract-holder: landlord’s consent  
51 Adding a joint contract-holder: formalities

*Joint contract-holders: survivorship*

- 52 Joint contract-holder ceasing to be a party to the occupation contract

*Joint landlords*

- 53 Joint landlords

**CHAPTER 6**

RIGHT TO OCCUPY WITHOUT INTERFERENCE

- 54 Right to occupy without interference from landlord

**CHAPTER 7**

ANTI-SOCIAL BEHAVIOUR AND OTHER PROHIBITED CONDUCT

- 55 Anti-social behaviour and other prohibited conduct  
56 Power to amend section 55

## CHAPTER 8

### DEALING

#### *Rights to deal with occupation contract*

- 57 Permissible forms of dealing
- 58 Dealing and landlord's consent

#### *Sub-occupation contracts*

- 59 Sub-occupation contracts: interpretation
- 60 Sub-occupation contract never takes effect as transfer
- 61 Failure to comply with conditions imposed by head landlord
- 62 End of head contract
- 63 End of head contract: further provision
- 64 Possession claim against contract-holder where there is a sub-holder
- 65 Extended possession order against sub-holder
- 66 Exclusion of contract-holder after abandoning contracts
- 67 Excluded contract-holder's remedies
- 68 Power to vary periods of time relating to exclusion after abandonment of contracts

#### *Transfer*

- 69 Form of transfer
- 70 Effect of authorised transfer
- 71 Effect of unauthorised transfer
- 72 Deeds and covenants

#### *Succession*

- 73 Succession on death
- 74 Persons qualified to succeed
- 75 Priority successor
- 76 Reserve successor: family member
- 77 Reserve successor: carer
- 78 More than one qualified successor
- 79 Effect of succession
- 80 Substitute succession on early termination
- 81 Effect of substitute succession
- 82 Notice of rights under section 80
- 83 Succession: interpretation

## CHAPTER 9

### LANDLORD'S CONSENT

- 84 Landlord's consent: reasonableness
- 85 Application to court relating to consent
- 86 Landlord's consent: timing

## CHAPTER 10

### COMPENSATION

- 87 Compensation for failures relating to provision of written statements etc.
- 88 Right of set off

**PART 4**

**CONDITION OF DWELLING**

**CHAPTER 1**

**INTRODUCTORY**

- 89 Application of Part
- 90 Fixed term standard contracts: determining the length of term

**CHAPTER 2**

**CONDITION OF DWELLING**

(THIS CHAPTER APPLIES TO ALL SECURE CONTRACTS, ALL PERIODIC STANDARD CONTRACTS, AND ALL FIXED TERM STANDARD CONTRACTS MADE FOR A TERM OF LESS THAN SEVEN YEARS)

*Landlord's obligations as to condition of dwelling*

- 91 Landlord's obligation: fitness for human habitation
- 92 Landlord's obligation to keep dwelling in repair
- 93 Obligations under sections 91 and 92: supplementary
- 94 Determination of fitness for human habitation

*Limits on landlord's obligations under this Chapter*

- 95 Limits on sections 91 and 92: general
- 96 Limits on sections 91 and 92: contract-holder's fault
- 97 Limits on sections 91 and 92: notice

*Access to dwellings and rights of permitted occupiers*

- 98 Landlord's right to access dwelling
- 99 Rights of permitted occupiers to enforce Chapter

**CHAPTER 3**

**MISCELLANEOUS**

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

- 100 Specific performance
- 101 Waste and tenant-like user

**PART 5**

**PROVISIONS APPLYING ONLY TO SECURE CONTRACTS**

**CHAPTER 1**

**OVERVIEW**

- 102 Overview of Part

**CHAPTER 2**

**VARIATION OF CONTRACTS**

- 103 Variation

- 104 Variation of rent
- 105 Variation of other consideration
- 106 Variation of fundamental terms
- 107 Variation of supplementary and additional terms
- 108 Limitation on variation
- 109 Written statement of variation
- 110 Failure to provide written statement etc.

**CHAPTER 3**

JOINT CONTRACT-HOLDERS: WITHDRAWAL

- 111 Withdrawal
- 112 Withdrawal: power to prescribe time limits

**CHAPTER 4**

DEALING

*Lodgers*

- 113 Lodgers

*Transfers*

- 114 Transfer to potential successor
- 115 Transfer to a potential successor: landlord's consent

**CHAPTER 5**

PROHIBITED CONDUCT STANDARD CONTRACTS

- 116 Order imposing periodic standard contract because of prohibited conduct
- 117 Conversion to secure contract

**CHAPTER 6**

PROVISIONS APPLYING ONLY TO SECURE CONTRACTS WITH COMMUNITY LANDLORDS

- 118 Transfer to another secure contract-holder
- 119 Transfer to another secure contract-holder: landlord's consent

**PART 6**

PROVISIONS APPLYING ONLY TO PERIODIC STANDARD CONTRACTS

**CHAPTER 1**

OVERVIEW

- 120 Overview of Part

**CHAPTER 2**

EXCLUSION FOR SPECIFIED PERIODS

- 121 Exclusion of contract-holder from dwelling for specified periods

**CHAPTER 3**

VARIATION OF CONTRACTS

- 122 Variation
- 123 Variation of rent
- 124 Variation of other consideration
- 125 Variation of other terms
- 126 Variation by landlord of other terms: notice procedure
- 127 Limitation on variation
- 128 Written statement of variation
- 129 Failure to provide written statement etc.

**CHAPTER 4**

JOINT CONTRACT-HOLDERS: WITHDRAWAL

- 130 Withdrawal
- 131 Withdrawal: power to prescribe time limits

**PART 7**

PROVISIONS APPLYING ONLY TO FIXED TERM STANDARD CONTRACTS

**CHAPTER 1**

OVERVIEW

- 132 Overview of Part

**CHAPTER 2**

EXCLUSION FOR SPECIFIED PERIODS

- 133 Exclusion of contract-holder from dwelling for specified periods

**CHAPTER 3**

VARIATION OF CONTRACTS

- 134 Variation
- 135 Limitation on variation
- 136 Written statement of variation
- 137 Failure to provide written statement etc.

**CHAPTER 4**

JOINT CONTRACT-HOLDERS: WITHDRAWAL

- 138 Withdrawal of joint contract-holder using contract-holder's break clause

**CHAPTER 5**

DEALING: TRANSFERS

*Sole contract-holder*

- 139 Transfer on death of sole contract-holder

*Joint contract-holders*

- 140 Forced transfers
- 141 Joint contract-holder's interest
- 142 Transfer on death of joint contract-holder

**PART 8**

SUPPORTED STANDARD CONTRACTS

- 143 Supported standard contract and supported accommodation
- 144 Mobility
- 145 Temporary exclusion

**PART 9**

TERMINATION ETC. OF OCCUPATION CONTRACTS

**CHAPTER 1**

OVERVIEW AND INTRODUCTORY PROVISIONS

*Overview*

- 146 Overview of Part
  - Permissible termination, possession claims and notices requiring possession*
- 147 Permissible termination etc.
- 148 Possession claims
- 149 Possession notices
  - Notices requiring possession: introductory standard contracts and prohibited conduct standard contracts*
- 150 Introductory standard contracts and prohibited conduct standard contracts: notices under sections 172 and 179

**CHAPTER 2**

TERMINATION ETC. WITHOUT A POSSESSION CLAIM

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

- 151 Early termination by contract-holder
- 152 Termination by agreement
- 153 Repudiatory breach by landlord
- 154 Death of sole contract-holder
- 155 Death of landlord where occupation contract is a licence

**CHAPTER 3**

TERMINATION OF ALL OCCUPATION CONTRACTS (POSSESSION CLAIMS BY LANDLORDS)

*Breach of contract*

- 156 Breach of contract
- 157 False statement inducing landlord to make contract to be treated as breach of contract



158 Restrictions on section 156

*Estate management grounds*

159 Estate management grounds

160 Restrictions on section 159

161 Estate management grounds: redevelopment schemes

**CHAPTER 4**

TERMINATION OF SECURE CONTRACTS (CONTRACT-HOLDER'S NOTICE)

162 Contract-holder's notice

163 Minimum notice period

164 Recovery of possession

165 Restrictions on section 164

166 Termination of contract on contract-holder's notice

**CHAPTER 5**

TERMINATION OF PERIODIC STANDARD CONTRACTS

*Termination by contract-holder: contract-holder's notice*

167 Contract-holder's notice

168 Minimum notice period

169 Recovery of possession

170 Restrictions on section 169

171 Termination of contract on contract-holder's notice

*Termination by landlord: landlord's notice*

172 Landlord's notice

173 Minimum notice period

174 Restrictions on section 172: breach of information requirements

175 Restrictions on section 172: breach of security and deposit requirements

176 Recovery of possession

177 Restriction on section 176

178 Termination of contract on landlord's notice

*Termination by landlord: serious rent arrears*

179 Serious rent arrears

180 Restrictions on section 179

*Termination of periodic standard contracts which were fixed term standard contracts*

181 Relevance of events under fixed term standard contract

**CHAPTER 6**

FIXED TERM STANDARD CONTRACTS: END OF THE FIXED TERM

182 End of fixed term

**CHAPTER 7**

TERMINATION OF FIXED TERM STANDARD CONTRACTS

*End of fixed term: landlord's notice*

183 Landlord's notice in connection with end of term

*Termination by landlord: serious rent arrears*

184 Serious rent arrears

185 Restrictions on section 184

*Contract-holder's break clause*

186 Contract-holder's break clause

187 Minimum notice period

188 Recovery of possession

189 Restrictions on section 188

190 Termination of contract under contract-holder's break clause

*Landlord's break clause*

191 Landlord's break clause

192 Minimum notice period

193 Restrictions on use of landlord's break clause: breach of information requirements

194 Restrictions on use of landlord's break clause: security and deposit requirements

195 Recovery of possession

196 Restriction on section 195

197 Termination of contract under landlord's break clause

**CHAPTER 8**

REVIEW BY LANDLORD OF DECISION TO GIVE NOTICE REQUIRING POSSESSION

(THIS CHAPTER APPLIES ONLY TO INTRODUCTORY STANDARD CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS)

198 Review of decision to terminate introductory standard contract or prohibited conduct standard contract

199 Landlord's review of decision to give a notice

**CHAPTER 9**

POSSESSION CLAIMS: POWERS OF COURT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

200 Possession claims

201 Orders for possession

202 Effect of order for possession

203 Participation in proceedings

204 Misrepresentation or concealment of facts used to obtain order for possession

**CHAPTER 10**

POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO DISCRETIONARY GROUNDS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

- 205 Breach of contract ground
- 206 Estate management grounds
- 207 Powers to adjourn proceedings and postpone giving up of possession

**CHAPTER 11**

POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUND

(THIS CHAPTER APPLIES ONLY TO SECURE CONTRACTS)

- 208 Contract-holder's notice ground
- 209 Review of claim made on absolute ground
- 210 Powers to postpone giving up of possession

**CHAPTER 12**

POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS

(THIS CHAPTER APPLIES ONLY TO STANDARD CONTRACTS)

*Absolute grounds for possession relating to standard contracts*

- 211 Notice grounds
- 212 Serious rent arrears grounds
- Retaliatory eviction: absolute ground that becomes a discretionary ground*
- 213 Retaliatory possession claims to avoid obligations to repair etc.
- Review and postponement*
- 214 Review of claim made on absolute ground
- 215 Powers to postpone giving up of possession

**CHAPTER 13**

ABANDONMENT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

- 216 Possession of abandoned dwellings
- 217 Disposal of property
- 218 Contract-holder's remedies
- 219 Power to vary periods of time relating to abandonment
- 220 Rights of entry

**CHAPTER 14**

JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

*Exclusion of joint contract-holders*

- 221 Non-occupation: exclusion by landlord

- 222 Remedies for exclusion under section 221
- 223 Non-occupation: exclusion by joint contract-holder
- 224 Remedies for exclusion under section 223
- 225 Power to vary periods of time relating to exclusion of joint contract-holder
- 226 Prohibited conduct: exclusion by landlord

*Termination*

- 227 Termination of occupation contract with joint contract-holders

**CHAPTER 15**

FORFEITURE AND NOTICES TO QUIT NOT AVAILABLE

- 228 Forfeiture and notices to quit

**PART 10**

MISCELLANEOUS

**CHAPTER 1**

FURTHER PROVISIONS RELATING TO OCCUPATION CONTRACTS

*Young people*

- 229 Effect of reaching 16
- 230 Contract-holders aged 16 and 17

*Consultation obligations of community landlords*

- 231 Consultation arrangements
- 232 Statement of consultation arrangements

*Notices, statements and other documents*

- 233 Form of notices, statements and other documents
- 234 Giving notices, statements and other documents

**CHAPTER 2**

TRESPASSERS: IMPLIED TENANCIES AND LICENCES

- 235 Implied tenancies and licences

**CHAPTER 3**

TENANCIES AND LICENCES EXISTING BEFORE COMMENCEMENT OF THIS CHAPTER

- 236 Abolition of assured, secure and other tenancies
- 237 Conversion of tenancies and licences existing before commencement of Chapter
- 238 Pre-existing contracts
- 239 Interpretation of Chapter

**PART 11**

FINAL PROVISIONS

*Interpretation of Act*

- 240 Local authority and other authorities

- 241 Landlord, lodger and permitted occupier
- 242 Occupation date of an occupation contract
- 243 Dwelling
- 244 Meaning of “variation” of occupation contract
- 245 The court
- 246 Lease, tenancy and related expressions
- 247 Members of a family
- 248 Family property order
- 249 Minor definitions
- 250 Index of terms

*Crown application*

- 251 Crown application

*Consequential and transitional provision etc.*

- 252 Power to make consequential and transitional provision etc.

*Regulations*

- 253 Regulations

*Coming into force and short title*

- 254 Coming into force
- 255 Short title

Schedule 1 – Overview of fundamental provisions incorporated as terms of occupation contracts

- Part 1 – Secure contracts
- Part 2 – Periodic standard contracts
- Part 3 – Fixed term standard contracts

Schedule 2 – Exceptions to section 7

- Part 1 – Tenancies and licences not within section 7 that are occupation contracts if notice is given
- Part 2 – Tenancies and licences within section 7 that are not occupation contracts unless notice is given
- Part 3 – Tenancies and licences that are never occupation contracts
- Part 4 – Tenancies and licences to which special rules apply: homelessness
- Part 5 – Tenancies and licences to which special rules apply: supported accommodation
- Part 6 – Power to amend Schedule

Schedule 3 – Occupation contracts made with or adopted by community landlords which may be standard contracts

Schedule 4 – Introductory standard contracts

Schedule 5 – Deposit schemes: further provision

Schedule 6 – Reasonableness of withholding consent etc.

- Part 1 – Introductory
- Part 2 – Circumstances which may be relevant to reasonableness generally

- 
- Part 3 – Circumstances which may be relevant to reasonableness in relation to particular transactions
  - Schedule 7 – Prohibited conduct standard contracts
  - Schedule 8 – Estate management grounds
    - Part 1 – The grounds
    - Part 2 – Approval of redevelopment schemes for purposes of Ground B
  - Schedule 9 – orders for Possession on discretionary grounds etc.: reasonableness
  - Schedule 10 – Suitable alternative accommodation
  - Schedule 11 – Conversion of tenancies and licences existing before commencement of Chapter 3 of Part 10

# Renting Homes (Wales) Bill

## [AS INTRODUCED]

An Act of the National Assembly for Wales to make provision about tenancies and licences which confer the right to occupy a dwelling as a home, including provision establishing two kinds of contract for the purpose of renting homes; and for connected purposes.

5 **Having been passed by the National Assembly for Wales and having received the assent of Her Majesty, it is enacted as follows:**

### PART 1

#### OVERVIEW OF ACT

*Introduction to Parts 1 and 2 and key concepts in this Act*

#### 1 Occupation contracts

10 (1) This Act (in Part 2) provides that—

(a) most individuals who rent their homes under a tenancy or licence, and their landlords, make a contract with each other known as an occupation contract (and in this Act such individuals are referred to as “contract-holders”; see section 7);

(b) there are two kinds of occupation contract, namely—

15 (i) secure contracts, and

(ii) standard contracts;

(c) there are two kinds of standard contract, namely—

(i) fixed term standard contracts, and

(ii) periodic standard contracts,

20 and the two kinds of standard contract differ in relation to their variation, transfer and termination.

(2) Each kind of occupation contract (and each kind of standard contract) gives different rights to, and imposes different obligations on, the contract-holder and landlord; a secure contract gives greater security of occupation to the contract-holder than a standard contract.

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#### 2 Kinds of landlord

(1) This Act (in Part 2) provides—

(a) for two kinds of landlord—

(i) community landlords (which are local authorities, registered social landlords and other kinds of authority), and

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(ii) private landlords (which are any landlords who are not community landlords);

(b) that both kinds of landlord may make, or adopt, specific kinds of occupation contract (though this is subject to various exceptions).

(2) In general—

(a) occupation contracts made with or adopted by community landlords are secure contracts, and

(b) contracts made with or adopted by private landlords are standard contracts, but this is subject to various exceptions.

### 3 Fundamental provisions and supplementary provisions of occupation contracts

(1) Part 2 of this Act establishes the concept of a “fundamental provision”; that is, a provision of this Act (generally a section) which is automatically included as a term of all occupation contracts, or of specified occupation contracts (and so forms part of the contract between a contract-holder and a landlord).

(2) Once a fundamental provision of this Act is included in an occupation contract, it is referred to as a “fundamental term” of the contract (see section 19).

(3) At the creation of the contract, the parties can agree that a fundamental provision will be included in the contract with changes (referred to in this Act as “modifications”) or that it will not be included at all; however, the parties can only do either of these things if it will improve the contract-holder’s position, and there are some fundamental provisions which must be included without changes.

(4) Once an occupation contract has been created the parties can vary its fundamental terms, but there are certain limits to this.

(5) Part 2 of this Act also establishes the concept of a “supplementary provision”; that is, a provision set out in regulations made by the Welsh Ministers which is automatically included as a term of all occupation contracts, or of specified occupation contracts.

(6) Once a supplementary provision is included in an occupation contract, it is referred to as a “supplementary term” of the contract (see section 23).

(7) At the creation of the contract, the parties can agree that a supplementary provision will be included in the contract with modifications or that it will not be included at all, and once an occupation contract has been created, the parties can vary its supplementary terms; but there are certain limits to this.

### 4 Identifying provisions of this Act which are fundamental provisions

(1) Each provision of this Act which is a fundamental provision—

(a) specifies that it is a fundamental provision, and

(b) specifies the occupation contracts it is applicable to.

(2) Schedule 1 contains three Parts, identifying the fundamental provisions in this Act as follows—

(a) Part 1 identifies the fundamental provisions that are applicable to secure contracts,



- (b) Part 2 identifies the fundamental provisions that are applicable to periodic standard contracts, and
- (c) Part 3 identifies the fundamental provisions that are applicable to fixed term standard contracts.

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*Overview of rest of Act***5 Overview of Parts 3 to 9: operation and termination of occupation contracts**

- (1) Parts 3 to 9 concern occupation contracts.
- (2) Part 3 applies to all occupation contracts; it deals with a range of matters about the rights and obligations of parties to occupation contracts.
- (3) Parts 4 to 8 apply only to specific kinds of occupation contract –
  - (a) Part 4 concerns landlords' obligations relating to the condition of dwellings; Chapter 2 (which sets out the obligations) applies to all occupation contracts except fixed term standard contracts for a term of seven years or more, and Chapters 1 and 3 are of general application,
  - (b) Part 5 applies to secure contracts only (and section 118 applies only to secure contracts with a community landlord),
  - (c) Part 6 applies to periodic standard contracts only,
  - (d) Part 7 applies to fixed term standard contracts only, and
  - (e) Part 8 applies to supported standard contracts only (a supported standard contract is an occupation contract which relates to accommodation provided in connection with support services).
- (4) Part 9 concerns the termination of occupation contracts; in particular, it contains –
  - (a) Chapters which apply to all occupation contracts, and
  - (b) Chapters which apply only to specific kinds of occupation contract.

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**6 Overview of Parts 10 and 11: general provision**

- (1) Part 10 concerns miscellaneous matters which are either –
  - (a) supplementary to Parts 2 to 9, or
  - (b) about the application and operation of this Act.
- (2) Part 11 contains –
  - (a) provision about the interpretation of this Act, and
  - (b) provision which applies generally for the purposes of this Act.

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**PART 2****OCCUPATION CONTRACTS AND LANDLORDS****CHAPTER 1****OCCUPATION CONTRACTS****5 7 Tenancies and licences that are occupation contracts**

- (1) A tenancy or licence is an occupation contract if –
- (a) it is within subsection (2) or (3), and
  - (b) rent or other consideration is payable under it.
- (2) A tenancy or licence is within this subsection if –
- 10 (a) it is made between a landlord and an individual, and
- (b) it confers on the individual the right to occupy a dwelling as a home.
- (3) A tenancy or licence is within this subsection if –
- (a) it is made between a landlord and two or more persons at least one of whom is an individual, and
  - 15 (b) it confers on the individual (or, if there is more than one individual, on one or more of them) the right to occupy a dwelling as a home.
- (4) But there are exceptions to subsection (1) set out in Schedule 2, which provides –
- (a) in Part 1, that certain tenancies and licences not within subsection (2) or (3) can be occupation contracts if notice is given,
  - 20 (b) in Part 2, that certain tenancies and licences that are within subsection (2) or (3) are not occupation contracts unless notice is given,
  - (c) in Part 3, that certain tenancies and licences are never occupation contracts,
  - (d) in Parts 4 and 5, that certain tenancies and licences can be occupation contracts, but special rules apply in relation to them, and
  - 25 (e) in Part 6, that the Welsh Ministers may amend that Schedule.
- (5) Each person with whom a landlord makes an occupation contract is a contract-holder under the occupation contract.
- (6) But an individual cannot be a contract-holder under an occupation contract if he or she has not reached the age of 16 (see sections 229 and 230).

**30 8 Secure contracts and standard contracts**

- (1) An occupation contract is either –
- (a) a secure contract, or
  - (b) a standard contract.
- (2) A secure contract is a periodic contract.

- (3) A standard contract is either a fixed term contract or a periodic contract.

## CHAPTER 2

### NATURE OF CONTRACTS WHICH CAN BE MADE ETC. BY COMMUNITY LANDLORDS AND PRIVATE LANDLORDS

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#### *Definitions*

#### **9 Community landlords**

- (1) In this Act “community landlord” means a landlord which is –
- (a) an authority mentioned in subsection (2),
  - (b) a registered social landlord, other than a fully mutual housing association or a co-operative housing association, or
  - (c) a private registered provider of social housing (see section 80(3) of the Housing and Regeneration Act 2008 (c. 17)).
- (2) The authorities are –
- (a) a local authority;
  - (b) a new town corporation;
  - (c) a housing action trust;
  - (d) an urban development corporation;
  - (e) a housing co-operative to which subsection (3) applies.
- (3) This subsection applies to a housing co-operative (within the meaning of section 27B of the Housing Act 1985 (c. 68)) to the extent that any dwelling subject to an occupation contract is comprised in a housing co-operative agreement within the meaning of that section.
- (4) In this Act “registered social landlord” means a person registered in the register maintained under section 1 of the Housing Act 1996 (c. 52).
- (5) In this Act “fully mutual housing association” and “co-operative housing association” have the same meaning as in the Housing Associations Act 1985 (c. 69) (see section 1(2) of that Act).
- (6) The Welsh Ministers may by regulations amend this section for the purpose of –
- (a) providing that a person which is for the time being a community landlord is not a community landlord;
  - (b) providing that a person which is not a community landlord is a community landlord;
  - (c) changing a description of a person which is for the time being a community landlord.

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#### **10 Private landlords**

In this Act “private landlord” means a landlord that is not a community landlord.

*Contracts made with or adopted by community landlords***11 Contract made with community landlord**

- (1) An occupation contract made with a community landlord is a secure contract unless one of the following exceptions applies.
- 5 (2) The first exception applies if –
- (a) the occupation contract is within Schedule 3 (occupation contracts made with community landlords which may be standard contracts),
  - (b) before or at the time the contract is made, the landlord gives the contract-holder a notice under section 13 (notice of standard contract), and
  - 10 (c) no other exception applies.
- (3) The second exception applies if the contract is made as a result of an order under section 116 (prohibited conduct standard contract).
- (4) The third exception applies if the contract arises under section 182(2) or is within section 182(6) (contracts at end of fixed term).
- 15 (5) The fourth exception applies if the contract is a tenancy or licence arising under section 235 (implied tenancies and licences).
- (6) Section 16 makes further provision about contracts to which the first exception applies because the contract is within paragraph 3 of Schedule 3 (introductory standard contracts).

**12 Contract adopted by community landlord**

- 20 (1) If a community landlord becomes the landlord under an existing secure contract, the contract continues as a secure contract.
- (2) If a community landlord becomes the landlord under an existing standard contract because of a transfer under section 62 or 66 (transfer of rights and obligations of landlord under a sub-occupation contract), the contract continues as a standard contract.
- 25 (3) If a community landlord becomes the landlord under an existing standard contract for any other reason, the contract becomes a secure contract unless one of the following exceptions applies.
- (4) The first exception applies if –
- 30 (a) the contract is within Schedule 3 (occupation contracts adopted by community landlords which may be standard contracts),
  - (b) before or at the time the community landlord becomes the landlord, the community landlord gives the contract-holder a notice under section 13, and
  - (c) no other exception applies.
- 35 (5) The second exception applies if the contract is made as a result of an order under section 116 (prohibited conduct standard contract).
- (6) The third exception applies if the contract arises under section 182(2) or is within section 182(6) (contracts at end of fixed term).

- (7) The fourth exception applies if the contract is a tenancy or licence arising under section 235 (implied tenancies and licences).
- (8) The fifth exception applies if –
- (a) the contract is a fixed term standard contract for which a premium was paid, and
  - (b) before the community landlord becomes the landlord, the contract-holder decides that the contract should remain a fixed term standard contract (section 15 makes further provision about such decisions).
- (9) Section 16 makes further provision about contracts to which the first exception applies because the contract is within paragraph 3 of Schedule 3 (introductory standard contracts).

**13 Notice of standard contract**

- (1) A notice under this section is a notice –
- (a) specifying the paragraph of Schedule 3, and the description of occupation contract set out in that paragraph, on which the landlord relies, and
  - (b) stating that the contract is a standard contract.
- (2) The notice must also inform the contract-holder of his or her right to apply for a review under section 14, and of the time by which the application must be made.

**14 Review of notice**

- (1) This section applies where a community landlord gives a notice under section 13.
- (2) The contract-holder may apply to the county court for a review of the landlord’s decision to give the notice.
- (3) The application must be made before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the notice.
- (4) The county court may give permission for an application to be made after the end of the period allowed by subsection (3), but only if it is satisfied –
- (a) where permission is sought before the end of that period, that there is a good reason for the contract-holder to be unable to make the application in time, or
  - (b) where permission is sought after that time, that there is a good reason for the contract-holder’s failure to make the application in time and for any delay in applying for permission.
- (5) The county court may confirm or quash the decision to give the notice.
- (6) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (7) If the county court quashes the decision, it may make any order the High Court could make when making a quashing order on an application for judicial review.
- (8) If the county court quashes the decision and the landlord gives the contract-holder a further notice under section 13 before the end of the post-review period, the notice has effect (other than for the purposes of subsection (3)) as if given –

- (a) in a case within section 11, at the time the contract was made, or
- (b) in a case within section 12, at the time the community landlord became the landlord.

(9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

### 15 Notice of right to decide to remain on a fixed term standard contract

(1) At least one month before a community landlord becomes the landlord under a fixed term standard contract for which a premium was paid, the community landlord must give the contract-holder a notice under this section.

(2) The notice must—

(a) inform the contract-holder of his or her right under section 12(8)(b) to decide that the contract should remain a fixed term standard contract, and of the time by which the decision must be made, and

(b) explain how section 12 will apply to the contract if the contract-holder does not make such a decision.

### 16 Introductory standard contracts

(1) An occupation contract which is a standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3 (new occupation contract made with community landlord)—

(a) is a periodic standard contract during the introductory period, and

(b) becomes a secure contract if it subsists at the end of that period.

(2) But subsection (1)(b) does not apply if an introductory period ends because of paragraph 1(6) of Schedule 4 (private landlord becomes landlord under the contract).

(3) Schedule 4 makes provision about introductory periods and about the terms of a secure contract which arises at the end of an introductory period.

(4) In this Act “introductory standard contract” means a contract—

(a) which is within subsection (1), and

(b) in relation to which the introductory period has not ended.

*Contracts made with or adopted by private landlords*

### 17 Contract made with or adopted by private landlord

(1) An occupation contract made with a private landlord is a standard contract unless, before or at the time the contract is made, the landlord gives the contract-holder a notice stating that the contract is a secure contract.

(2) If a private landlord becomes the landlord under an existing secure contract, the contract continues as a secure contract.

(3) If a private landlord becomes the landlord under an existing standard contract, the contract continues as a standard contract.

## CHAPTER 3

### FUNDAMENTAL PROVISIONS OF OCCUPATION CONTRACTS

#### 18 Fundamental provisions

- 5 (1) Fundamental provisions are provisions of this Act (and provisions which are fundamental provisions by virtue of section 22(1)(a)) that are incorporated as terms of occupation contracts or particular kinds or descriptions of occupation contract (subject to sections 20(1) and (2) and 21).
- (2) Each provision of this Act that is a fundamental provision identifies itself as such, and specifies the occupation contracts into which it is incorporated as a fundamental term.
- 10 (3) Nothing in this Act is to be read as enabling a landlord or contract-holder to do anything which would have the effect that a fundamental provision which is applicable to the occupation contract is not, or is not to be treated as, a fundamental provision which is applicable to the contract (but this does not prevent an agreement to modify or not to incorporate a fundamental provision, or a variation of a fundamental term, which is in accordance with this Act).
- 15

#### 19 Fundamental terms and fundamental provisions: definitions

- (1) This section applies for the purposes of interpreting this Act.
- (2) “Fundamental provision” has the meaning given in section 18.
- 20 (3) A reference in this Act to a section or other provision which is a fundamental provision has effect, in relation to a contract in which the fundamental provision is incorporated (with or without modifications), as a reference to the fundamental term of the contract which incorporates the fundamental provision.
- (4) “Fundamental term”, in relation to an occupation contract, means a term of the contract which incorporates a fundamental provision (with or without modifications).

#### 25 20 Incorporation and modification of fundamental provisions

- (1) A fundamental provision is not incorporated as a term of an occupation contract if –
- (a) the landlord and the contract-holder agree that it should not be incorporated, and
  - (b) the effect of its not being incorporated is that the position of the contract-holder is improved.
- 30 (2) A fundamental provision is incorporated as a term of an occupation contract with modifications if –
- (a) the landlord and the contract-holder agree that it should be incorporated with those modifications, and
  - (b) the effect of its being incorporated with those modifications is that the position of the contract-holder is improved.
- 35 (3) Subsections (1) and (2) do not apply to the following fundamental provisions –
- (a) section 45 (requirement to use deposit scheme),

- (b) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
- (c) section 55 (anti-social behaviour and other prohibited conduct),
- (d) sections 103(1)(b) and (2) and 108 (variation of secure contracts),
- (e) sections 122(1)(b) and (2) and 127 (variation of periodic standard contracts),
- 5 (f) section 134(1)(b) and (2) and 135 (variation of fixed term standard contracts),
- (g) section 147 (permissible termination),
- (h) section 148 (possession claims),
- (i) section 154 (death of sole contract-holder),
- (j) section 157 (securing contract by use of false statement),
- 10 (k) section 175 (breach of deposit requirements: periodic standard contracts), and
- (l) section 194 (breach of deposit requirements: fixed term standard contracts with landlord's break clause).

(4) Subsections (1) and (2) are subject to section 34 (landlord's failure to provide written statement of contract) and section 36 (incomplete statement of contract).

15 **21 Effect of non-incorporation and modification of fundamental provisions**

(1) Subsections (2) and (3) apply where—

- (a) a fundamental provision is not incorporated as a term of an occupation contract because of an agreement under section 20(1), or
- 20 (b) a fundamental provision is incorporated with modifications because of an agreement under section 20(2).

(2) If as a result it is necessary that another fundamental provision or a supplementary provision (see Chapter 4) is not incorporated, that other provision is not incorporated.

(3) If as a result it is necessary that another fundamental provision or a supplementary provision is incorporated with modifications, that provision is incorporated with the necessary modifications (in addition to any modifications made because of an agreement under section 20(2) or section 24(4)).

(4) But subsections (2) and (3) do not apply if their application would have the effect that a fundamental provision mentioned in section 20(3) would not be incorporated or would be incorporated with modifications; accordingly, the agreement mentioned in subsection (1)(a) or (b) has no effect.

22 **Powers in relation to fundamental provisions**

(1) The Welsh Ministers may by regulations provide that—

- (a) a provision of any enactment is a fundamental provision applicable to an occupation contract;



(b) a provision of any enactment that is for the time being a fundamental provision applicable to an occupation contract ceases to be a fundamental provision applicable to an occupation contract.

(2) The Welsh Ministers may by regulations provide that—

(a) section 20(1) does not apply to a fundamental provision;

(b) section 20(2) does not apply to a fundamental provision.

(3) The power under section 253(2) to make consequential amendments includes, in its application to regulations under this section, the power to make consequential amendments to this Act.

## CHAPTER 4

### SUPPLEMENTARY PROVISIONS OF OCCUPATION CONTRACTS

#### 23 Supplementary provisions

(1) The Welsh Ministers may by regulations provide that provisions set out in the regulations are incorporated as terms of occupation contracts (subject to sections 21, 24(1) and (2) and 25); for the purposes of this Act such provisions are “supplementary provisions”.

(2) Before making regulations under subsection (1), the Welsh Ministers must consult such persons as appear to them to be appropriate.

(3) Sections 112 and 131 give the Welsh Ministers further powers to prescribe supplementary provisions relating to time limits for withdrawal of joint contract-holders from secure contracts and periodic standard contracts (and the Welsh Ministers must consult in accordance with subsection (2) before using those powers).

(4) The Welsh Ministers may, under subsection (1), prescribe a provision in an enactment as a supplementary provision applicable to an occupation contract.

(5) In this Act—

“supplementary provision” (*“darpariaeth atodol”*) (except in relation to sections 252 and 253) has the meaning given in subsection (1) of this section;

“supplementary term” (*“teler atodol”*), in relation to an occupation contract, means a term of the contract which incorporates a supplementary provision (with or without modifications).

#### 24 Incorporation and modification of supplementary provisions

(1) A supplementary provision is not incorporated as a term of an occupation contract if the landlord and the contract-holder agree that it should not be incorporated.

(2) A supplementary provision is incorporated as a term of an occupation contract with modifications if the landlord and the contract-holder agree that it should be incorporated with those modifications.

- (3) An agreement under subsection (1) or (2) that would make a supplementary term of an occupation contract incompatible with a fundamental term of the contract is of no effect.
- (4) Subsections (1) and (2) are subject to section 34 (landlord's failure to provide written statement of contract) and section 36 (incomplete written statement).

5 **25 Effect of non-incorporation and modification of supplementary provisions**

- (1) Subsections (2) and (3) apply where—
  - (a) a supplementary provision is not incorporated as a term of an occupation contract because of an agreement under section 24(1), or
  - (b) a supplementary provision is incorporated as a term of the contract with modifications because of an agreement under section 24(2).
- (2) If as a result it is necessary that another supplementary provision is not incorporated, the other provision is not incorporated.
- (3) If as a result it is necessary that another supplementary provision is incorporated with modifications, the other provision is incorporated with the necessary modifications (in addition to any modifications made because of an agreement under section 24(2)).

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**CHAPTER 5**

**KEY MATTERS AND ADDITIONAL TERMS OF OCCUPATION CONTRACTS**

**26 Key matters of all occupation contracts**

The following are key matters in relation to all occupation contracts—

- (a) the dwelling,
- (b) the occupation date,
- (c) the amount of rent or other consideration, and
- (d) the rental periods.

**27 Further key matters of standard contracts**

The following are key matters in relation to standard contracts (in addition to those set out in section 26)—

- (a) whether the contract is periodic or made for a fixed term,
- (b) if it is made for a fixed term, the term for which it is made, and
- (c) if there are periods during which the contract-holder is not entitled to occupy the dwelling as a home, those periods (see sections 121 and 133).

**28 Additional terms**

- (1) Additional terms of an occupation contract are any express terms of the contract other than—

- (a) the terms addressing the key matters in relation to the contract,  
(b) the fundamental terms of the contract, and  
(c) the supplementary terms of the contract.
- (2) An additional term of an occupation contract which is incompatible with any of the terms mentioned in paragraphs (a) to (c) of subsection (1) has no effect.
- (3) In this Act “additional terms” has the meaning given by subsection (1).

## CHAPTER 6

### MODEL CONTRACTS

#### 29 Model written statement of contract

- (1) The Welsh Ministers may prescribe model written statements of contracts for such kinds or descriptions of occupation contract as they think fit.
- (2) A model written statement of contract for an occupation contract of a particular kind or description is a written statement (see section 31) which incorporates without modification all the fundamental and supplementary provisions applicable to that contract.

## PART 3

### PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

#### CHAPTER 1

##### OVERVIEW

#### 30 Overview of this Part

This Part applies to all occupation contracts, and in particular –

- (a) it requires landlords to give contract-holders a written statement setting out the terms of the occupation contract,  
(b) it addresses deposits given to landlords by contract-holders, and provides that deposits must be held in an authorised deposit scheme,  
(c) it makes provision about occupation contracts that have more than one contract-holder,  
(d) it gives contract-holders a right to occupy their home without interference from the landlord,  
(e) it prohibits anti-social behaviour and certain other kinds of conduct by contract-holders and other occupants and visitors,

- (f) it prohibits dealing with an occupation contract, but this is subject to exceptions relating to sub-occupation contracts, transfers of the contract and succession to the contract,
- (g) it addresses seeking and giving landlord's consent, and
- 5 (h) it addresses compensation which contract-holders may be entitled to under this Act.

## CHAPTER 2

### PROVISION OF INFORMATION

#### *Written statement of contract*

#### 10 **31 Written statement**

- (1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of 14 days starting with the occupation date.
- (2) The landlord may not charge a fee for providing a written statement under subsection (1).
- 15 (3) The contract-holder may request a further written statement of the contract at any time.
- (4) The landlord may charge a reasonable fee for providing a further written statement.
- (5) The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with—
  - (a) the day of the request, or
  - 20 (b) if the landlord charges a fee, the day on which the contract-holder pays the fee.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **32 Contents of written statement**

- (1) A written statement of an occupation contract must set out the names of the parties to the contract.
- 25 (2) It must also set out—
  - (a) the terms of the contract addressing key matters in relation to the contract,
  - (b) the fundamental terms of the contract,
  - (c) the supplementary terms of the contract, and
  - 30 (d) any additional terms.
- (3) It must identify—
  - (a) any fundamental provision applicable to the contract which is not incorporated as a term of the contract because of section 20(1) or 21(2), and
  - (b) any supplementary provision applicable to the contract which is not incorporated
  - 35 as a term of the contract because of section 21(2), 24(1) or 25(2).
- (4) It must contain explanatory information about such matters as may be prescribed.

**33 Editorial changes**

- (1) The written statement may set out the fundamental and supplementary terms of the occupation contract with editorial changes.
- (2) Editorial changes are changes to the wording of a fundamental or supplementary term which do not change the substance of that term in any way; for example, substituting the names of the landlord or contract-holder for references to “the landlord”, “the landlord under an occupation contract”, “the contract-holder”, “the contract-holder under a secure contract” etc.

**34 Failure to provide a written statement etc.**

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) On an application under subsection (1) each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of the contract without modification, unless the contract-holder claims that it was not incorporated or was incorporated with modifications.
- (3) If the contract-holder makes a claim of a kind mentioned in subsection (2), the court must determine that claim.
- (4) Subsection (3) does not apply if the landlord’s failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (5) The court may –
  - (a) attach a statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a written statement of the contract.

**35 Failure to provide statement: compensation**

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
  - (a) the day on which the landlord gives the contract-holder a written statement of the contract, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement of the contract on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.

- (5) This section does not apply if the landlord's failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (6) The relevant date –
- 5 (a) if the landlord was required to provide a written statement under section 31(1), is the occupation date, and
- (b) if the landlord was required to provide a further written statement under section 31(3) to (5), is the first day of the period mentioned in section 31(5).

### 36 Incomplete statement

- 10 (1) If the landlord under an occupation contract provides a written statement of the contract that is incomplete, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) A written statement is incomplete if it does not include everything required to be included by section 32.
- 15 (3) The contract-holder may not make an application under subsection (1) before the end of the period of 14 days starting with the relevant date.
- (4) Subsection (5) applies if the written statement –
- 20 (a) does not set out a fundamental provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 20(1) or 21(2), or
- (b) does not set out a supplementary provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 21(2), 24(1) or 25(2).
- (5) That provision is to be treated as incorporated as a term of the contract without modification unless –
- 25 (a) section 21 or 25 applies in relation to it, or
- (b) the contract-holder claims it was not incorporated or was incorporated with modifications.
- (6) If the contract-holder makes a claim of a kind mentioned in subsection (5)(b) the court must determine that claim.
- 30 (7) Subsection (6) does not apply if the omission of the provision or statement is attributable to an act or omission of the contract-holder.
- (8) The court may –
- 35 (a) attach a written statement of the occupation contract to its declaration, or
- (b) order the landlord to give the contract-holder a written statement of the contract which is complete.
- (9) If the court is satisfied that the written statement is incomplete because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.

(10) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

(11) “The relevant date” has the same meaning as in section 35.

5 **37 Incorrect statement: contract-holder’s application to court**

(1) The contract-holder under an occupation contract may apply to the court for a declaration that a written statement of the contract –

- (a) sets out a term of the contract incorrectly or sets out a term that is of no effect,
- 10 (b) incorrectly states that because of section 20(1) or 21(2), a fundamental provision applicable to the contract has not been incorporated as a term of the contract,
- (c) incorrectly states that because of section 21(2), 24(1) or 25(2) a supplementary provision applicable to the contract has not been incorporated as a term of the contract, or
- (d) sets out a term that is not a term of the contract.

15 (2) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting with the relevant date.

(3) If the court is satisfied that the ground in subsection (1)(a), (1)(b) or (1)(c) is made out, it may make a declaration setting out the correct term.

20 (4) If the court is satisfied that the ground in subsection (1)(d) is made out, it may make a declaration that the term is not a term of the contract.

(5) The court may –

- (a) attach a written statement of the occupation contract to its declaration, or
- (b) order the landlord to give the contract-holder a corrected written statement of the contract.

25 (6) If the court is satisfied that the written statement is incorrect as described in subsection (1) because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.

30 (7) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

(8) “The relevant date” has the same meaning as in section 35.

**38 Incorrect statement: landlord’s application to court for declaration that contract is a standard contract**

35 (1) This section applies if the landlord under an occupation contract is a community landlord and has given the contract-holder –

- (a) a notice under section 13 (notice of standard contract), but
- (b) a written statement of the contract that is consistent with a secure contract.

(2) The landlord may apply to the court for a declaration that the contract is a standard contract.

- (3) The court may not make the declaration if it is satisfied that, at the time the landlord gave the written statement to the contract-holder, it was the intention of the landlord that the contract should be a secure contract.
- (4) If the court makes the declaration each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of the contract without modification, unless the contract-holder claims it was not incorporated or was incorporated with modifications.
- (5) If the contract-holder makes a claim of a kind mentioned in subsection (4), the court must determine that claim.
- (6) The court may –
- (a) attach a written statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a corrected written statement of the contract.

*Provision by landlord of information*

**39 Provision by landlord of information about parties to the contract**

- (1) The landlord under an occupation contract must, before the end of the period of 14 days starting with the occupation date of the contract, give the contract-holder notice of an address in the United Kingdom to which the contract-holder may send documents that are intended for the landlord.
- (2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give the contract-holder notice of the change in identity.
- (3) If there is a change in the identity of the contract-holder the landlord must, before the end of the relevant period, give the new contract-holder notice that he or she has become the contract-holder under the contract.
- (4) The relevant period is 14 days starting with –
- (a) the day on which the identity of the contract-holder changes, or
  - (b) if later, the day on which the landlord becomes aware that the identity of the contract-holder has changed.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**40 Compensation for breach of section 39**

- (1) If the landlord fails to comply with an obligation under section 39, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
- (a) the day on which the landlord gives the notice in question, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.



- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
- (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

*Form of notices, statements and other documents*

**41 Form of notices etc.**

- (1) Any notice, statement or other document required or authorised to be given or made by an occupation contract must be in writing.
- (2) Sections 233 and 234 make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of this Act.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**CHAPTER 3**

**WHEN CONTRACT BECOMES ENFORCEABLE**

**42 When terms of occupation contract become enforceable**

No term of an occupation contract is enforceable against the contract-holder before the earlier of—

- (a) the landlord giving the contract-holder a written statement of the contract under section 31(1), and
- (b) the occupation date.

**CHAPTER 4**

**DEPOSITS AND DEPOSIT SCHEMES**

*Security*

**43 Form of security**

- (1) The landlord under an occupation contract may not require security to be given in any form other than—
- (a) money, or
- (b) a guarantee.

- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **44 Form of security: county court proceedings**

- (1) This section applies if –

- (a) the landlord under an occupation contract requires security to be given in a form which is not permitted by section 43, and  
(b) security is given in that form.

- (2) The contract-holder (or any person who has given the security on his or her behalf) may apply to the county court for an order under subsection (3).

- (3) An order under this subsection is an order requiring the person who appears to be holding the property constituting the security to return it.

#### *Deposit schemes*

#### **45 Requirement to use deposit scheme**

- (1) If the contract-holder under an occupation contract pays a deposit (or another person pays a deposit on his or her behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.

- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must –

- (a) comply with the initial requirements of an authorised deposit scheme, and  
(b) give the contract-holder (and any person who has paid the deposit on his or her behalf) the required information.

- (3) The required information is such information as may be prescribed relating to –

- (a) the authorised deposit scheme which applies,  
(b) the landlord's compliance with the initial requirements of the scheme, and  
(c) the operation of this Chapter, including the contract-holder's rights (and the rights of any person who has paid the deposit on his or her behalf) in relation to the deposit.

- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –

- (a) must be incorporated, and  
(b) must not be incorporated with modifications.

#### **46 Deposit schemes: further provision**

- (1) Schedule 5 contains further provision about deposit schemes.

- (2) Sections 175 and 194 make provision relating to periodic standard contracts and fixed term standard contracts with a landlord's break clause, preventing a landlord from giving a notice requiring a contract-holder to give up possession if the landlord has not complied with certain requirements relating to the payment of security or to deposit schemes.

**47 Deposit schemes: interpretation**

(1) In this Act –

“authorised deposit scheme” (“*cynllun blaendal awdurdodedig*”) means a deposit scheme in force in accordance with arrangements under paragraph 1 of Schedule 5 (and “deposit scheme” (“*cynllun blaendal*”) has the meaning given in subparagraph (2) of that paragraph);

“deposit” (“*blaendal*”) means money paid as security;

“initial requirements” (“*gofynion cychwynnol*”), in relation to an authorised deposit scheme, means the requirements of the scheme which must be complied with by the landlord when a deposit is paid;

“security” (“*sicrwydd*”) means security for the performance of the contract-holder’s obligations and the discharge of the contract-holder’s liabilities.

(2) In this Act references to a deposit, in relation to a time after a deposit has been paid, are to a sum representing the deposit.

**CHAPTER 5****JOINT CONTRACT-HOLDERS AND JOINT LANDLORDS***Joint contract-holders***48 Joint contract-holders: joint liability etc.**

(1) If there are two or more joint contract-holders under an occupation contract, each joint contract-holder is fully liable to the landlord for the performance of every obligation owed to the landlord under the contract.

(2) References in this Act to the contract-holder, except where otherwise provided, are to the joint contract-holders.

(3) Subsection (2) applies even if the occupation contract is a tenancy and the leasehold estate is vested in one or more, but not all, of the joint contract-holders.

**49 Adding a joint contract-holder**

(1) The contract-holder under an occupation contract and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.

(2) If a person is made a joint contract-holder under this section he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under the contract from the day on which he or she becomes a joint contract-holder.

(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**50 Adding a joint contract-holder: landlord’s consent**

Where a landlord refuses consent or consents subject to conditions to adding a joint contract-holder under section 49, what is reasonable for the purposes of section 84 (landlord’s consent) is to be determined having regard to Schedule 6.

**51 Adding a joint contract-holder: formalities**

- (1) The addition of a joint contract-holder under an occupation contract may be effected only by a document signed or executed by each of the parties to the transaction.
- (2) If the contract requires the landlord's consent to the addition, the document must also be signed or executed by the landlord.
- (3) But subsection (2) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).

*Joint contract-holders: survivorship***52 Joint contract-holder ceasing to be a party to the occupation contract**

- (1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are –
- (a) fully entitled to all the rights under the contract, and
  - (b) liable to perform fully every obligation owed to the landlord under the contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- (3) Nothing in subsection (1) or (2) removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- (4) This section does not apply where a joint contract-holder ceases to be a party to the contract because his or her rights and obligations under the contract are transferred in accordance with the contract.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

*Joint landlords***53 Joint landlords**

- (1) This section applies if two or more persons jointly constitute the landlord under an occupation contract.
- (2) Each of them is fully liable to the contract-holder for the performance of every obligation owed to the contract-holder under the contract.
- (3) References in this Act to the landlord are to the persons who jointly constitute the landlord.

**CHAPTER 6****RIGHT TO OCCUPY WITHOUT INTERFERENCE****54 Right to occupy without interference from landlord**

- 5 (1) The landlord under an occupation contract may not, by any act or omission, interfere with the contract-holder's right to occupy the dwelling.
- (2) The landlord does not interfere with the contract-holder's right to occupy the dwelling by reasonably exercising the landlord's rights under the contract.
- 10 (3) The landlord does not interfere with the contract-holder's right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2)).
- (4) The landlord is to be treated as having interfered with the contract-holder's right if a person who –
- (a) acts on behalf of the landlord, or
  - (b) has an interest in the dwelling, or part of it, that is superior to the landlord's
- 15 interest,
- interferes with the contract-holder's right by any lawful act or omission.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**CHAPTER 7****ANTI-SOCIAL BEHAVIOUR AND OTHER PROHIBITED CONDUCT****55 Anti-social behaviour and other prohibited conduct**

- 20 (1) The contract-holder under an occupation contract must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) –
- 25 (a) to live in the dwelling subject to the occupation contract, or
  - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract.
- (2) The contract-holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity –
- 30 (a) in the dwelling subject to the occupation contract, or
  - (b) in the locality of that dwelling.
- (3) The contract-holder must not engage or threaten to engage in conduct –
- (a) capable of causing nuisance or annoyance to –
- 35 (i) the landlord under the occupation contract, or
  - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and

(b) that is directly or indirectly related to or affects the landlord's housing management functions.

5 (4) The contract-holder may not use or threaten to use the dwelling subject to the occupation contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.

(5) The contract-holder must not –

(a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in subsections (1) to (3), or

(b) allow, incite or encourage any person to act as mentioned in subsection (4).

10 (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –

(a) must be incorporated, and

(b) must not be incorporated with modifications.

## 56 Power to amend section 55

15 The Welsh Ministers may by regulations amend section 55.

## CHAPTER 8

### DEALING

#### *Rights to deal with occupation contract*

## 57 Permissible forms of dealing

20 (1) The contract-holder under an occupation contract may not deal with the occupation contract, the dwelling or any part of the dwelling except –

(a) in a way permitted by the contract, or

(b) in accordance with a family property order (see section 248).

25 (2) A joint contract-holder may not deal with his or her rights and obligations under the occupation contract (or with the occupation contract, the dwelling or any part of the dwelling), except –

(a) in a way permitted by the contract, or

(b) in accordance with a family property order.

30 (3) If the contract-holder does anything in breach of subsection (1), or a joint contract-holder does anything in breach of subsection (2) –

(a) the transaction is not binding on the landlord, and

(b) the contract-holder or joint contract-holder is in breach of the contract (despite the transaction not being binding on the landlord).

(4) “Dealing” includes –

35 (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;

- (b) transferring;
- (c) mortgaging or otherwise charging.

(5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

5 **58 Dealing and landlord's consent**

(1) Where a term of an occupation contract permits the contract-holder or a joint contract-holder to deal with anything mentioned in section 57(1) or (2) only with the landlord's consent, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

10 (2) Section 19(1) of the Landlord and Tenant Act 1927 (c. 36) (effect of covenants not to assign etc. without consent) does not apply to a tenancy which is an occupation contract.

*Sub-occupation contracts*

**59 Sub-occupation contracts: interpretation**

(1) This section applies for the purposes of interpreting this Act.

15 (2) A "sub-occupation contract" is an occupation contract –

(a) made with a landlord who is the contract-holder under an occupation contract, and

(b) which relates to all or part of the dwelling to which that contract relates.

(3) "Sub-holder" means the contract-holder under the sub-occupation contract.

20 (4) "Head landlord" means the landlord under the head contract.

**60 Sub-occupation contract never takes effect as transfer**

(1) This section applies if the contract-holder under an occupation contract ("the head contract") enters into a sub-occupation contract, and the term of the sub-occupation contract ends at the same time as the term of the head contract.

25 (2) The sub-occupation contract takes effect as a sub-occupation contract (and not as a transfer to the sub-holder).

**61 Failure to comply with conditions imposed by head landlord**

(1) This section applies if an occupation contract ("the head contract") permits the contract-holder to enter into a sub-occupation contract with the consent of the head landlord.

30 (2) A sub-occupation contract is not to be treated as made otherwise than in accordance with the head contract only because –

(a) the head landlord consents subject to conditions (see section 84), and

(b) the conditions are not complied with.

35 (3) But if in such a case the sub-occupation contract is a secure contract or a fixed term standard contract, the head landlord may choose to treat it as a periodic standard contract having the following characteristics –

- 5
- (a) all the fundamental and supplementary provisions applicable to a periodic standard contract made with the landlord are incorporated without modification,
  - (b) any terms of the secure contract or fixed term standard contract which are incompatible with those fundamental or supplementary provisions have no effect, and
  - (c) otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract or fixed term standard contract.
- 10
- (4) If the head landlord chooses to treat it as a periodic standard contract under subsection (3), the sub-occupation contract is to be treated as a periodic standard contract with the characteristics mentioned in that subsection in any question arising between the sub-holder and any person other than the contract-holder.

## 62 End of head contract

- 15
- (1) This section applies (subject to subsection (4)) if –
- (a) the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) the head contract ends after the head contract’s occupation date.
- (2) If the sub-occupation contract subsists immediately before the head contract ends –
- (a) the sub-occupation contract continues (as an occupation contract which is not a sub-occupation contract), and
  - (b) the contract-holder’s rights and obligations as landlord under the sub-occupation contract are transferred to the head landlord.
- 20
- (3) If the sub-holder asks the head landlord for a further written statement of the contract under section 31(3), the references to the contract-holder in sections 34(4) and 35(5) (failure to provide statement) include the person who was the contract-holder under the head contract.
- 25
- (4) This section does not apply if the head contract is a fixed term standard contract which ends at the end of the fixed term.

## 63 End of head contract: further provision

- 30
- (1) Nothing in section 62 affects any right of the head landlord under section 61(3) (power to treat sub-occupation contract as periodic standard contract).
- (2) Nothing in section 62 makes the head landlord liable to the sub-holder in respect of any breach of the sub-occupation contract committed by the contract-holder.
- (3) Nothing in section 62 makes the sub-holder liable to the head landlord in respect of any breach by the sub-holder of the sub-occupation contract that occurred before the head contract ended.
- 35
- (4) But the head landlord may be liable to the sub-holder, or the sub-holder to the head landlord, to the extent that any breach of the sub-occupation contract continues after the head contract ends.
- (5) Subsections (3) and (4) do not affect any power conferred on the head landlord by the sub-occupation contract.
- 40



**64 Possession claim against contract-holder where there is a sub-holder**

- (1) This section applies if –
- (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) after the sub-occupation contract is entered into, C’s landlord gives C a possession notice, or other notice informing C that he or she must give up possession.
- (2) At the same time as giving a notice mentioned in subsection (1)(b) to C, C’s landlord must give the sub-holder a notice –
- (a) stating that C’s landlord intends to make a possession claim against C, and
  - (b) specifying the ground on which the claim will be made.

**65 Extended possession order against sub-holder**

- (1) This section applies if –
- (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) after the sub-occupation contract is entered into, C’s landlord makes a possession claim against C.
- (2) In the proceedings on the claim against C, C’s landlord may apply for an order for possession against the sub-holder (“S”) (an “extended possession order”); but an application under this subsection may be made only if –
- (a) the requirements set out in subsection (3) have been met, or
  - (b) the court considers it reasonable to dispense with those requirements.
- (3) The requirements are as follows –
- (a) C’s landlord must have given S a copy of the notice mentioned in subsection (1)(b) of section 64 in accordance with subsection (2) of that section, and
  - (b) at the same time, C’s landlord must have given S notice –
    - (i) of C’s landlord’s intention to apply for an extended possession order in the proceedings on the claim against C, and
    - (ii) of S’s right to be a party to proceedings on the possession claim against C.
- (4) Where C’s landlord may apply for an extended possession order against S, S is entitled to be a party to proceedings on the possession claim against C (regardless of whether C’s landlord makes an application for an extended possession order in the proceedings).
- (5) The court may consider C’s landlord’s application for an extended possession order only if it has decided to make an order for possession against C.
- (6) The court may make an extended possession order against S only if, had C made a possession claim against S, the court would have made an order for possession against S.

**66 Exclusion of contract-holder after abandoning contracts**

(1) This section applies if—

(a) a contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and

(b) the sub-holder (“S”) believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.

(2) S may act to end the head contract in accordance with this section.

(3) S must give C a notice—

(a) stating that S believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract,

(b) requiring C to inform S in writing before the end of the warning period if he or she does consider himself or herself to be a party to one or both of those contracts, and

(c) informing C that after the warning period the head contract may be ended and his or her rights and obligations under the sub-occupation contract may be transferred to C’s landlord.

(4) S must give a copy of the notice to C’s landlord.

(5) During the warning period, S must make such inquiries as are necessary to satisfy himself or herself that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.

(6) At the end of the warning period S may, if satisfied as described in subsection (5), apply to the court for an order that—

(a) the head contract is to be treated as having ended, and

(b) C’s rights and obligations as landlord under the sub-occupation contract are to be transferred to C’s landlord in accordance with sections 62 and 63.

(7) The court may not hear S’s application under subsection (6) if S has failed to comply with the requirement in subsection (4); but the court may dispense with that requirement if it considers it reasonable to do so.

(8) C’s landlord is entitled to be a party to proceedings on an application made by S under subsection (6).

(9) If the court is satisfied that C does not consider himself or herself to be a party to the head contract and the sub-occupation contract, it may make the order applied for under subsection (6); and if it does so it must specify the date from which the head contract is to be treated as having ended.

(10) But the court may not make an order under subsection (9) if—

(a) C’s landlord is a party to the proceedings,

(b) C’s landlord asserts that the court would have made an order for possession against S, had an application for such an order been made by C in a possession claim made by C against S, and

(c) the court is satisfied that it would have made an order for possession against S in those circumstances.

- (11) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to C.

## 67 Excluded contract-holder's remedies

- (1) This section applies if the court makes an order against C under section 66(9).
- 5 (2) Before the end of the period of six months starting with the day on which the order is made, C may apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).
- (3) The grounds are –
- 10 (a) that S failed to give C a notice under section 66(3) or failed to make the inquiries required by section 66(5);
- (b) that C considered himself or herself to be a party to the head contract or the sub-occupation contract or both of them and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 66(3);
- 15 (c) that, when S applied to the court, he or she did not have reasonable grounds for being satisfied that C considered himself or herself not to be a party to the head contract and the sub-occupation contract.
- (4) If the court finds that one or more of the grounds is made out, it may –
- (a) by order rescind its order under section 66(9), and declare that the head contract continues to have effect in relation to the dwelling, and
- 20 (b) make such further order as it thinks fit.

## 68 Power to vary periods of time relating to exclusion after abandonment of contracts

The Welsh Ministers may by regulations –

- (a) amend section 66(11) by substituting a different period for the period for the time being referred to;
- 25 (b) amend section 67(2) by substituting a different period for the period for the time being referred to.

### *Transfer*

## 69 Form of transfer

- (1) This section applies (subject to subsection (6)) to –
- 30 (a) a transfer of an occupation contract by the contract-holder;
- (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract.
- (2) The transfer must be signed or executed by each of the parties to the transfer.
- (3) If the contract requires the landlord's consent to the transfer, the transfer must also be
- 35 signed or executed by the landlord.
- (4) But subsection (3) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).

- (5) A transfer to which this section applies is of no effect if it does not comply with subsection (2) and, if it applies, subsection (3).
- (6) This section does not apply to a transfer in accordance with a term included in the contract under section 139 or 142 (certain transfers of fixed term standard contracts).

5 **70 Effect of authorised transfer**

- (1) If an occupation contract is transferred by the contract-holder to a person (“P”) in accordance with the contract and section 69, on the transfer date –
  - (a) P becomes entitled to all the rights and subject to all the obligations of the contract-holder under the contract, and
  - 10 (b) the contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (2) If a joint contract-holder’s rights and obligations under an occupation contract are transferred to a person (“P”) in accordance with the contract and section 69, on the transfer date –
  - 15 (a) P becomes entitled to all the rights and subject to all the obligations of the joint contract-holder under the contract, and
  - (b) the joint contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (3) Subsection (2)(a) is subject to any term included in the contract because of section 141(3) or 142(3) (fixed term standard contracts: transfers of joint contract-holder’s interest).
- 20 (4) Nothing in subsection (1)(b) or (2)(b) removes any right or waives any liability accruing before the transfer date.
- (5) The transfer date is the day agreed by the contract-holder and P as the day on which the transfer takes effect.

25 **71 Effect of unauthorised transfer**

- (1) This section applies to –
  - (a) a transfer of an occupation contract by the contract-holder to a person (“P”) which is not in accordance with the contract, and
  - 30 (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract to a person (“P”) which is not in accordance with the contract.
- (2) If the landlord accepts payments from P in respect of P’s occupation of the dwelling, at a time when the landlord –
  - (a) knows that the transfer was not made in accordance with the contract, or
  - 35 (b) ought reasonably to know that the transfer was not made in accordance with the contract,

the transfer becomes binding on the landlord on the day immediately after the last day of the relevant period.

- (3) Section 70 applies as if—
- (a) the transfer was made in accordance with the contract and section 69, and
  - (b) the transfer date was the day immediately after the last day of the relevant period.
- (4) The relevant period is the period of two months starting with the day on which payments are first accepted as described in subsection (2).
- (5) Subsections (2) and (3) do not apply if before the end of the relevant period the landlord—
- (a) takes steps to end the occupation contract, or
  - (b) brings proceedings to evict P as a trespasser or otherwise shows an intention to treat P as a trespasser.
- (6) References in this section to a transfer include a purported transfer which does not comply with section 69.

## 72 Deeds and covenants

- (1) This section applies in relation to occupation contracts which are tenancies.
- (2) Section 52 of the Law of Property Act 1925 (c. 20) (land must be conveyed by deed) does not apply to a transfer of the contract.
- (3) The Landlord and Tenant (Covenants) Act 1995 (c. 30) does not apply to—
- (a) a transfer by a contract-holder of any of the things mentioned in section 57(1), or by a joint contract-holder of any of the things mentioned in section 57(2), or
  - (b) a transfer which under section 28(6)(b) of that Act would be treated as an assignment of the premises.

### *Succession*

## 73 Succession on death

- (1) This section applies on the death of the sole contract-holder under an occupation contract (subject to section 139(2), which concerns fixed term standard contracts containing certain provision about transfer on the death of a sole contract-holder).
- (2) If one person is qualified to succeed the contract-holder that person succeeds to the contract.
- (3) If more than one person is qualified to succeed the contract-holder, the person identified in accordance with section 78 succeeds to the contract.

## 74 Persons qualified to succeed

- (1) A person is qualified to succeed the contract-holder if that person—
- (a) is a priority successor of the contract-holder or a reserve successor of the contract-holder, and
  - (b) is not excluded by subsection (3) or (4).

- (2) But if the contract-holder was a reserve successor in relation to the occupation contract, no person is qualified to succeed him or her.
- (3) A person is excluded if he or she has not reached the age of 16 at the time of the contract-holder's death.
- 5 (4) A person is excluded if at any time in the period of 12 months ending with the contract-holder's death he or she occupied the dwelling or part of it under a sub-occupation contract.
- (5) A person is not excluded by subsection (4) if—
- 10 (a) he or she is a priority successor of the contract-holder, or he or she is a reserve successor of the contract-holder who meets the family member condition in section 76(2) because of section 247(1)(a) or (b) (spouses, civil partners etc.), and
- (b) the sub-occupation contract under which he or she occupied the dwelling or part of it ended before the contract-holder's death.

## 75 Priority successor

- 15 (1) A person is a priority successor of the contract-holder if—
- (a) he or she—
- (i) is the spouse or civil partner of the contract-holder, or
- (ii) lives together with the contract-holder as if they were spouses or civil partners, and
- 20 (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death.
- (2) But no person is a priority successor of the contract-holder if the contract-holder was a priority successor in relation to the occupation contract.

## 76 Reserve successor: family member

- 25 (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and—
- (a) he or she meets the family member condition,
- (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
- 30 (c) if he or she meets the family member condition because of section 247(1)(c) (family members other than spouses, civil partners etc.), he or she also meets the basic residence condition.
- (2) A person meets the family member condition if he or she is a member of the contract-holder's family.
- 35 (3) A person meets the basic residence condition if throughout the period of 12 months ending with the contract-holder's death—
- (a) he or she occupied the dwelling, or
- (b) he or she lived with the contract-holder.

- (4) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsections (2) and (3)(b) to the contract-holder include the person the contract-holder succeeded.

#### 77 Reserve successor: carer

- 5 (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and –
- (a) he or she meets the carer condition,
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
  - 10 (c) he or she meets the carer residence condition.
- (2) A person meets the carer condition if at any time in the period of 12 months ending with the contract-holder's death he or she was a carer in relation to –
- (a) the contract-holder, or
  - (b) a member of the contract-holder's family who, at the time the care was provided, 15 lived with the contract-holder.
- (3) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsection (2) to the contract-holder include the person the contract-holder succeeded.
- (4) A person meets the carer residence condition if –
- 20 (a) he or she meets the basic residence condition, as set out in section 76(3) and (4), and
  - (b) at the time of the contract-holder's death there was no other dwelling which the person was entitled to occupy as a home.
- (5) "Carer" means a person who –
- 25 (a) provides or intends to provide a substantial amount of care for another person on a regular basis, and
  - (b) does not provide or will not provide that care because of a contract of employment or other contract with any person.
- (6) A person is not to be treated as providing care because of a contract merely because he or she is provided with board or lodging or because he or she may become qualified to 30 succeed as a reserve successor.

#### 78 More than one qualified successor

- (1) This section applies where there is more than one person who is qualified to succeed the contract-holder.
- 35 (2) If one of the persons is a priority successor, the priority successor succeeds to the contract.
- (3) If two or more of the persons are priority successors, the person who succeeds to the contract is (or the persons who succeed to the contract are) –

- (a) the priority successor (or successors) selected by agreement between the priority successors, or
  - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- 5 (4) If all the persons are reserve successors, the person who succeeds to the contract is (or the persons who succeed to the contract are) –
  - (a) the person (or persons) selected by agreement between the reserve successors, or
  - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- 10 (5) Where the landlord makes a selection under subsection (3)(b), a priority successor who is not selected may appeal to the court against the landlord's selection.
- (6) Where the landlord makes a selection under subsection (4)(b), a reserve successor who is not selected may appeal to the court against the landlord's selection.
- 15 (7) An appeal under subsection (5) or (6) must be brought before the end of the period of four weeks starting with the day on which the landlord notifies the person that he or she has not been selected.
- (8) The court must determine the appeal on the merits (and not by way of review).

## 79 Effect of succession

- 20 (1) A person who succeeds to an occupation contract under section 73(2) or sections 73(3) and 78(2) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 73(3) and 78(3) or (4) becomes a contract-holder (or become contract-holders) on the later of –
  - 25 (a) the relevant date, and
  - (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(5) or (6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of –
  - 30 (a) the relevant date, and
  - (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which the contract would have ended under section 154 if no one had been qualified to succeed to the contract.
- 35 (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors –
  - (a) are not to be treated as trespassers in relation to the dwelling, and
  - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.



- (6) “The relevant successors” are the persons who –
- (a) are qualified to succeed the contract-holder who died, and
  - (b) are living in the dwelling.

## 80 Substitute succession on early termination

- 5 (1) This section applies where –
- (a) a person (“S”) succeeds to an occupation contract under section 78(2) (priority successors),
  - (b) before the end of the period of six months starting with the death of the preceding contract-holder, S gives notice under a contract-holder’s notice provision that he or she intends to end the contract or agrees with the landlord that the contract should end, and
  - (c) apart from this section, the contract would end in accordance with the contract-holder’s notice provision or the agreement.
- 10
- (2) The contract does not end if one or more persons are qualified to succeed the preceding contract-holder.
- 15
- (3) If one person is qualified to succeed the preceding contract-holder, that person succeeds to the contract.
- (4) If more than one person is qualified to succeed the preceding contract-holder, the person identified in accordance with section 78(4) succeeds to the contract.
- 20
- (5) Whether there is a person qualified to succeed the preceding contract-holder is to be determined by applying section 74 in relation to the preceding contract-holder; but S is to be treated as not qualified to succeed the preceding contract-holder.
- (6) In this section –
- 25 “the preceding contract-holder” (“*y deiliad contract blaenorol*”) is the contract-holder as a result of whose death S succeeded to the contract, and
- “contract-holder’s notice provision” (“*darpariaeth hysbysiad deiliad y contract*”) means section 162 or 167 (contract-holder’s notice to end secure contract or periodic standard contract) or a contract-holder’s break clause (under a fixed term standard contract).

## 30 81 Effect of substitute succession

- (1) A person who succeeds to an occupation contract under section 80(3) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 80(4) and 78(4) becomes a contract-holder (or become contract-holders) under the contract on the later of –
- 35
- (a) the relevant date, and
  - (b) the day agreement is reached or the landlord makes a selection.

- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of –
- (a) the relevant date, and
  - (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which, but for section 80(2), the contract would have ended.
- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors –
- (a) are not to be treated as trespassers in relation to the dwelling, and
  - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) "The relevant successors" are the persons who –
- (a) are qualified to succeed the contract-holder who died (and as a result of whose death the succession under section 78(2)) occurred), and
  - (b) are living in the dwelling.

## 82 Notice of rights under section 80

- (1) This section applies where the landlord under an occupation contract –
- (a) receives notice under a contract-holder's notice provision, or
  - (b) agrees with the contract-holder to end the contract,
- in the circumstances mentioned in section 80(1)(a) and (b).
- (2) The landlord must, before the end of the period of 14 days starting with the day on which the landlord receives S's notice or (as the case may be) the day on which the agreement is made, give a notice to –
- (a) the occupiers of the dwelling (other than S), and
  - (b) any potential successors not occupying the dwelling whose address is known to the landlord.
- (3) A potential successor is a person qualified to succeed the preceding contract-holder under section 80.
- (4) The notice must –
- (a) state that S has given notice that he or she intends to end the contract or that S and the landlord have agreed to end the contract, and
  - (b) explain the effect of section 80.

## 83 Succession: interpretation

- (1) This section applies for the purposes of interpreting this Act.

- (2) A contract-holder is a priority or reserve successor in relation to an occupation contract if he or she succeeded to the contract as a priority or reserve successor of the contract-holder in relation to that occupation contract who died.
- (3) If a contract-holder is a priority or reserve successor in relation to a fixed term standard contract, he or she is also a priority or reserve successor in relation to—
- (a) any periodic standard contract which arises under section 182(2) at the end of the fixed term, and
  - (b) unless the contract provides otherwise, any contract under section 182(6).
- (4) If a contract-holder is a priority or reserve successor in relation to an occupation contract which is ended under section 216 (abandonment), he or she is also a priority or reserve successor in relation to any occupation contract under which he or she becomes the contract-holder as a result of an order under section 218(3)(b) (provision of suitable alternative accommodation on appeal).
- (5) A contract-holder to whom an occupation contract is transferred by, or in accordance with, a family property order is a priority or reserve successor in relation to the contract if the person from whom the contract was transferred was such a successor.
- (6) A contract-holder is a priority or reserve successor in relation to an occupation contract if his or her being treated as a priority or reserve successor was a condition of consent to a transaction relating to the contract.
- (7) Subsection (8) applies if, before the end of the period of six months starting with the day on which a secure contract (“the first contract”) ends—
- (a) the contract-holder under the first contract becomes a contract-holder under another secure contract (“the second contract”), and
  - (b) either the dwelling or the landlord are the same under the second contract as under the first contract.
- (8) If the contract-holder was a priority or reserve successor in relation to the first contract he or she is also such a successor in relation to the second contract, unless the second contract provides otherwise.

## CHAPTER 9

### LANDLORD’S CONSENT

#### 84 Landlord’s consent: reasonableness

- (1) This section applies in relation to any term of an occupation contract which permits something to be done only with the landlord’s consent.
- (2) The landlord may not—
- (a) unreasonably refuse consent, or
  - (b) consent subject to unreasonable conditions.

- (3) A request for the landlord's consent must be made in writing, and references in this section to a request are to a written request.
- (4) The landlord may ask for information to enable the landlord to deal with a request; but the landlord may not do so after the end of the period of 14 days starting with the day on which the request is made.
- (5) If the landlord asks for information which it is not reasonable to ask for, the landlord is to be treated as not having asked for that information.
- (6) If the landlord does not give or refuse consent in writing before the end of the relevant period, the landlord is to be treated as having consented without conditions.
- (7) The relevant period is the period of two months starting with the later of –
- (a) the day on which the request for consent is made, or
  - (b) if the landlord asks for information in accordance with subsection (4), the day on which the information is provided.
- (8) If the landlord consents subject to conditions, the landlord must give the contract-holder written notice of the conditions at the same time that consent is given; and if the landlord does not do so, the landlord is to be treated as having consented without conditions.
- (9) If the landlord refuses consent or consents subject to conditions, the person who made the request may ask for a written statement of the landlord's reasons.
- (10) If the landlord does not give a written statement of reasons before the end of the period of two months starting with the day on which the statement is asked for, the landlord is to be treated as having consented without conditions.

## 85 Application to court relating to consent

- (1) This section applies where under section 84 the landlord gives a written statement of reasons for refusing consent or consenting subject to conditions.
- (2) The person who made the request for consent may apply to the court on the ground that –
- (a) the landlord's refusal of consent is unreasonable, or
  - (b) one or more of the conditions imposed is unreasonable.
- (3) If the court is satisfied that the ground in subsection (2)(a) is made out it may declare that the landlord unreasonably refused consent, and may also –
- (a) declare that the landlord is to be treated as having consented without conditions, or
  - (b) direct the landlord to reconsider the request for consent.
- (4) If the court is satisfied that the ground in subsection (2)(b) is made out it may declare that one or more of the conditions imposed is unreasonable, and may also –
- (a) declare that the landlord is to be treated as having consented without conditions or subject to those conditions that were not declared unreasonable, or
  - (b) direct the landlord to reconsider the request for consent.

- (5) If the court makes a declaration under subsection (3) or (4) it may make any other order it thinks fit.

**86 Landlord's consent: timing**

- (1) Where a term of an occupation contract permits something to be done with the landlord's consent, the landlord may give consent after the thing has been done.
- (2) But this does not apply to –
- (a) section 49 (adding a joint contract-holder), or
  - (b) any term of the occupation contract permitting the transfer of the contract, or of a joint contract-holder's rights and obligations under the contract.

**CHAPTER 10**

**COMPENSATION**

**87 Compensation for failures relating to provision of written statements etc.**

- (1) The following sections set out the circumstances in which a landlord may be liable to pay compensation under this section –
- (a) section 35 (failure to provide a written statement under section 31);
  - (b) section 36 (providing an incomplete written statement);
  - (c) section 37 (providing an incorrect written statement);
  - (d) section 40 (failure to provide information about the parties under section 39);
  - (e) section 110 (failure to provide written statement of variation of secure contract);
  - (f) section 129 (failure to provide written statement of variation of periodic standard contract);
  - (g) section 137 (failure to provide written statement of variation of fixed term standard contract).
- (2) Where the landlord under an occupation contract is liable to pay compensation to the contract-holder under this section, the amount of compensation payable in respect of a particular day is equivalent to the amount of rent payable under the contract in respect of that day.
- (3) If the contract provides for rent to be paid in respect of periods other than a day, the amount of rent payable in respect of a single day is the appropriate proportion of the rent payable in respect of the period in which that day falls.
- (4) If compensation is payable because of section 35, 110, 129 or 137 (failure to provide statement), the contract-holder may apply to the court for an order increasing the amount of the compensation on the ground that the landlord's failure to provide a written statement was intentional.

(5) If compensation is payable because of section 36 or 37 (incomplete or incorrect statement), the contract-holder may apply to the court for an order increasing the amount of the compensation.

(6) On an application under subsection (4) or (5) the court may increase the amount of the compensation payable in respect of a particular day by such percentage, not exceeding 100 per cent, as it thinks fit.

## 88 **Right of set off**

(1) If the landlord under an occupation contract is liable to pay the contract-holder compensation under section 87, the contract-holder may set off that liability against rent.

(2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## PART 4

### CONDITION OF DWELLING

#### CHAPTER 1

#### INTRODUCTORY

## 89 **Application of Part**

(1) Chapter 2 applies to all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years (see section 90).

(2) Chapter 3 applies to all occupation contracts.

## 90 **Fixed term standard contracts: determining the length of term**

(1) This section applies for the purpose of determining the term for which a fixed term standard contract is made.

(2) If a fixed term standard contract is a tenancy, it is to be treated as made for a term commencing with the grant of the tenancy.

(3) If a fixed term standard contract is a licence, it is to be treated as made for a term commencing with the occupation date of the contract.

(4) A fixed term standard contract is to be treated as made for a term of less than seven years if it is determinable at the option of the landlord before the end of the period of seven years starting with the commencement of the term.

(5) If a fixed term standard contract confers on the contract-holder an option for renewal for a term which, together with the original term, amounts to seven years or more, it is not to be treated as made for a term of less than seven years (unless subsection (4) applies).

## CHAPTER 2

## CONDITION OF DWELLING

(THIS CHAPTER APPLIES TO ALL SECURE CONTRACTS, ALL PERIODIC STANDARD CONTRACTS, AND ALL FIXED TERM STANDARD CONTRACTS MADE FOR A TERM OF LESS THAN SEVEN YEARS)

*Landlord's obligations as to condition of dwelling***91 Landlord's obligation: fitness for human habitation**

- (1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must ensure that the dwelling is fit for human habitation –
- (a) on the occupation date of the contract, and
  - (b) for the duration of the contract.
- (2) The reference in subsection (1) to the dwelling includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

**92 Landlord's obligation to keep dwelling in repair**

- (1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must –
- (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
  - (b) keep in repair and proper working order the service installations in the dwelling.
- (2) If the dwelling forms part only of a building, the landlord must –
- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
  - (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either –
    - (i) forms part of any part of the building in which the landlord has an estate or interest, or
    - (ii) is owned by the landlord or is under the landlord's control.
- (3) The standard of repair required by subsections (1) and (2) is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(4) In this Part, “service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

(5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

### 93 Obligations under sections 91 and 92: supplementary

(1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord’s obligations under section 91 or 92.

(2) The landlord may not impose any obligation on the contract-holder in the event of the contract-holder’s enforcing or relying on the landlord’s obligations under section 91 or 92.

(3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

### 94 Determination of fitness for human habitation

(1) In determining for the purposes of section 91(1) whether a dwelling is fit for human habitation, regard must be had (among other things) to such matters or circumstances as may be prescribed by the Welsh Ministers.

(2) In exercising the power in subsection (1), the Welsh Ministers may prescribe matters and circumstances by reference to any regulations made by the Welsh Ministers under section 2 of the Housing Act 2004 (c. 34) (meaning of “category 1 hazard” and “category 2 hazard”).

#### *Limits on landlord’s obligations under this Chapter*

### 95 Limits on sections 91 and 92: general

(1) Section 91(1) does not impose any liability on a landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.

(2) Sections 91(1) and 92(1) do not require the landlord—

(a) to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or

(b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, sections 91(1) and 92(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(4) Relevant causes are fire, storm, flood or other inevitable accident.

(5) Section 92(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the contract-holder’s enjoyment of—

(a) the dwelling, or



(b) the common parts that the contract-holder is entitled to use under the occupation contract.

(6) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

#### **96 Limits on sections 91 and 92: contract-holder's fault**

(1) Section 91(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) of the contract-holder or a permitted occupier of the dwelling.

(2) The landlord is not obliged by section 92(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care –

(a) of the dwelling, or

(b) if the dwelling forms part only of a building, of the common parts that the contract-holder is entitled to use under the occupation contract.

(4) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

#### **97 Limits on sections 91 and 92: notice**

(1) The landlord's obligations under sections 91(1) and 92(1) and (2) do not arise until the landlord becomes aware that works or repairs are necessary.

(2) The landlord complies with the obligations under those provisions if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

(3) Subsection (4) applies if –

(a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and

(b) the old landlord is aware before the date of the transfer that works or repairs are necessary in order to comply with section 91(1) or 92(1) or (2).

(4) The new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

(5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

*Access to dwellings and rights of permitted occupiers***98 Landlord's right to access dwelling**

- (1) The landlord may enter the dwelling at any reasonable time for the purpose of –
- (a) inspecting its condition and state of repair, or
  - (b) carrying out works or repairs needed in order to comply with section 91 or 92.
- (2) The landlord must give at least 24 hours' notice to the contract-holder before exercising that right.
- (3) Subsection (4) applies where –
- (a) the dwelling forms part only of a building, and
  - (b) in order to comply with section 91 or 92 the landlord needs to carry out works or repairs in another part of the building.
- (4) The landlord is not liable for failing to comply with section 91 or 92 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

**99 Rights of permitted occupiers to enforce Chapter**

- (1) A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with section 91 or 92 may enforce the section in question in his or her own right.
- (2) But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with the occupation contract.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts, periodic standard contracts, and fixed term standard contracts made for a term of less than seven years.

**CHAPTER 3****MISCELLANEOUS**

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

**100 Specific performance**

- (1) In any proceedings for breach of a repairing obligation under an occupation contract, the court may order specific performance of the obligation despite any equitable rule limiting the availability of that remedy.
- (2) Repairing obligations are –

- (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and
  - (b) obligations to keep any dwelling fit for human habitation however expressed,
- and include a landlord's obligations under sections 91 and 92.

5 **101 Waste and tenant-like user**

- (1) The contract-holder under an occupation contract is not liable for waste in respect of the dwelling.
  - (2) The rule of law under which a tenant has an implied duty to use demised premises in a tenant-like manner does not apply to a contract-holder if the tenancy is an occupation
- 10 contract.

## PART 5

### PROVISIONS APPLYING ONLY TO SECURE CONTRACTS

#### CHAPTER 1

##### OVERVIEW

15 **102 Overview of Part**

- (1) Chapters 1 to 5 of this Part apply only to secure contracts, and address—
    - (a) variation of secure contracts,
    - (b) withdrawal of joint contract-holders,
    - (c) dealing (that is, taking a lodger and transferring the contract), and
    - (d) the imposition of prohibited conduct standard contracts (where the landlord is a
- 20 community landlord or registered charity).
- (2) Chapter 6 contains a fundamental provision about transfer of a secure contract to a person who is a contract-holder under another secure contract; this fundamental provision is applicable to secure contracts under which the landlord is a community
- 25 landlord.

#### CHAPTER 2

##### VARIATION OF CONTRACTS

**103 Variation**

- (1) A secure contract may not be varied except—
    - (a) in accordance with sections 104 to 107, or
    - (b) by or as a result of an enactment.
- 30

- (2) A variation of a secure contract (other than by or as a result of any enactment) must be in accordance with section 108.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts; section 20 provides that subsections (1)(b) and (2) of this section –
- 5           (a) must be incorporated, and
- (b) must not be incorporated with modifications.

#### **104       Variation of rent**

- (1) The landlord may vary the rent payable under a secure contract by giving the contract-holder a notice proposing a new rent to take effect on the date specified in the notice.
- 10       (2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (3) Subject to that –
- (a) the first notice may specify any date, and
- (b) subsequent notices must specify a date which is not less than one year after the
- 15           last date on which a new rent took effect.
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts under which rent is payable.

#### **105       Variation of other consideration**

- (1) Where consideration other than rent is payable under a secure contract, the amount of
- 20       consideration may be varied –
- (a) by agreement between the landlord and the contract-holder, or
- (b) by the landlord in accordance with subsections (2) to (4).
- (2) The landlord may give the contract-holder a notice proposing a new amount of consideration to take effect on the date specified in the notice.
- 25       (3) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (4) Subject to that –
- (a) the first notice may specify any date, and
- (b) subsequent notices must specify a date which is not less than one year after the
- 30           last date on which a new amount of consideration took effect.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts under which consideration other than rent is payable.

#### **106       Variation of fundamental terms**

- (1) A fundamental term of a secure contract may be varied by agreement between the
- 35       landlord and the contract-holder (subject to section 108).

- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

### 107 Variation of supplementary and additional terms

- (1) A supplementary or additional term of a secure contract may be varied (subject to section 108) –

- (a) by agreement between the landlord and the contract-holder, or
- (b) by the landlord giving a notice of variation to the contract-holder.

- (2) Before giving a notice of variation the landlord must give the contract-holder a preliminary notice –

- (a) informing the contract-holder that the landlord intends to give a notice of variation,
- (b) specifying the proposed variation and informing the contract-holder of its nature and effect, and
- (c) inviting the contract-holder to comment on the proposed variation within the time specified in the notice.

- (3) The specified time must give the contract-holder a reasonable opportunity to comment.

- (4) The notice of variation must specify the variation effected by it and the date on which the variation takes effect.

- (5) The period between the day on which the notice of variation is given to the contract-holder and the date on which the variation takes effect may not be less than one month.

- (6) When giving a notice of variation the landlord must also provide the contract-holder with such information as the landlord considers necessary to inform the contract-holder of the nature and effect of the variation.

- (7) This section is a fundamental provision which is incorporated as a term of all secure contracts.

### 108 Limitation on variation

- (1) A fundamental term of a secure contract incorporating any of the fundamental provisions to which subsection (2) applies may not be varied (except by or as a result of an enactment).

- (2) This subsection applies to the following fundamental provisions –

- (a) section 103(1)(b) and (2) and this section,
- (b) section 45 (requirement to use deposit scheme),
- (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
- (d) section 55 (anti-social behaviour and other prohibited conduct),
- (e) section 147 (permissible termination),
- (f) section 148 (possession claims),
- (g) section 154 (death of sole contract-holder), and
- (h) section 157 (securing contract by use of false statement).

- (3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect –
- (a) unless as a result of the variation –
    - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
    - (ii) the contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i);
  - (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.
- (4) A variation of a term of a secure contract is of no effect if it would render any term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).
- (5) Subsection (4) does not apply to a variation made by or as a result of an enactment.
- (6) This section is a fundamental provision which is incorporated as a term of all secure contracts; section 20 provides that this section –
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

#### **109 Written statement of variation**

- (1) If a secure contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder –
- (a) a written statement of the term or terms varied, or
  - (b) a written statement of the occupation contract as varied.
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts.

#### **110 Failure to provide written statement etc.**

- (1) If the landlord fails to comply with a requirement under section 109 the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
- (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or

(b) if earlier, the last day of the period of two months starting with the relevant date.

- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b) at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
- (5) The relevant date is the day on which the contract was varied.
- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- (7) If under section 109 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

### CHAPTER 3

#### JOINT CONTRACT-HOLDERS: WITHDRAWAL

##### 111 Withdrawal

- (1) A joint contract-holder under a secure contract may withdraw from the contract by giving a notice (a "withdrawal notice") to the landlord.
- (2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the "withdrawal date").
- (3) The joint contract-holder must give a written warning to the other joint contract-holders when he or she gives the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- (5) The joint contract-holder ceases to be a party to the contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under section 162 (contract-holder's notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- (7) Subsection (3) does not apply to a notice which is treated as a withdrawal notice because of subsection (6).
- (8) This section is a fundamental provision which is incorporated as a term of all secure contracts.

**112 Withdrawal: power to prescribe time limits**

The Welsh Ministers may prescribe supplementary provisions specifying a minimum time period between the date on which a notice under section 111 is given to the landlord, and the date specified in the notice.

**CHAPTER 4****DEALING***Lodgers***113 Lodgers**

- (1) The contract-holder under a secure contract may allow persons to live in the dwelling as lodgers.
- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

*Transfers***114 Transfer to potential successor**

- (1) The contract-holder under a secure contract may transfer the contract as described in this section, but only if the landlord consents.
- (2) The contract-holder may transfer the contract to—
  - (a) a potential successor, or
  - (b) if there are two or more potential successors, all of the potential successors who wish to be included in the transfer.
- (3) If there is a sole contract-holder a potential successor is a person who, under section 74, would be qualified to succeed the contract-holder if the contract-holder died immediately before the transfer.
- (4) If there are joint contract-holders a potential successor is a person who, under section 74, would be qualified to succeed a joint contract-holder if—
  - (a) the joint contract-holder died immediately before the transfer, and
  - (b) when the joint contract-holder died he or she was the sole contract-holder.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts.

**115 Transfer to a potential successor: landlord's consent**

Where a landlord refuses consent or consents subject to conditions to a transfer described in section 114, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.



## CHAPTER 5

## PROHIBITED CONDUCT STANDARD CONTRACTS

**116 Order imposing periodic standard contract because of prohibited conduct**

- 5 (1) If the landlord under a secure contract is a community landlord or a registered charity, the landlord may apply to the court for an order under this section on the ground that the contract-holder is in breach of section 55 (anti-social behaviour and other prohibited conduct).
- (2) The effect of an order under this section is –
- 10 (a) to end the secure contract from a date specified in the order, and
- (b) if the contract-holder remains in occupation after the specified date, to create a periodic standard contract whose occupation date is the date specified in the order (and which is a periodic standard contract until the end of the probationary period).
- (3) The court may make an order under this section only if it is satisfied that –
- 15 (a) the contract-holder is in breach of section 55,
- (b) it would have made an order for possession on the ground in section 156 (breach of contract) in reliance only on that breach,
- (c) the landlord will make available to the contract-holder a programme of social support the aim of which is the prevention of prohibited conduct, and
- 20 (d) it is reasonable to make the order.
- (4) The Welsh Ministers may issue guidance as to the activities and services (including assistance, advice and counselling services) that may be included in a programme of social support for the purposes of subsection (3).
- (5) Schedule 7 makes provision about probation periods, the procedure for obtaining an order under this section, and about the terms of a periodic standard contract created under this section.
- 25 (6) In this Act “prohibited conduct standard contract” means a contract which is a periodic standard contract created because of an order under this section, and in relation to which the probation period has not yet ended.

**30 117 Conversion to secure contract**

- (1) A periodic standard contract which –
- (a) is a periodic standard contract because of an order under section 116, and
- (b) subsists at the end of the probation period,
- becomes a secure contract immediately after the end of that period.
- 35 (2) But subsection (1) does not apply if the probation period ends because of paragraph 3(9) of Schedule 7.
- (3) Schedule 7 makes provision about the terms of a secure contract which arises at the end of a probation period.

**CHAPTER 6****PROVISIONS APPLYING ONLY TO SECURE CONTRACTS WITH COMMUNITY LANDLORDS****118 Transfer to another secure contract-holder**

- 5 (1) The contract-holder under a secure contract under which the landlord is a community landlord may transfer the contract as described in this section, but only if the landlord consents.
- (2) The contract-holder may transfer the contract to a person who—
- 10 (a) before the transfer is a contract-holder under a secure contract under which the landlord is a community landlord, and
- (b) immediately before the transfer will cease to be the contract-holder under the contract mentioned in paragraph (a).
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts under which the landlord is a community landlord.

**119 Transfer to another secure contract-holder: landlord's consent**

15 Where a landlord refuses consent or consents subject to conditions to a transfer described in section 118, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

**PART 6****PROVISIONS APPLYING ONLY TO PERIODIC STANDARD CONTRACTS****CHAPTER 1****OVERVIEW****120 Overview of Part**

This Part applies only to periodic standard contracts, and addresses—

- 25 (a) exclusion of the contract-holder from the dwelling for specified periods,
- (b) variation of periodic standard contracts, and
- (c) withdrawal of joint contract-holders.

**CHAPTER 2****EXCLUSION FOR SPECIFIED PERIODS****121 Exclusion of contract-holder from dwelling for specified periods**

- 5
- (1) A periodic standard contract may provide that the contract-holder is not entitled to occupy the dwelling as a home for such periods as are specified in the contract.
  - (2) The contract may specify periods for the purpose of subsection (1) by reference to any matters reasonably ascertainable by the contract-holder (as well as by reference to specified dates).

**CHAPTER 3****VARIATION OF CONTRACTS****122 Variation**

- 10
- (1) A periodic standard contract may not be varied except –
    - (a) in accordance with sections 123 to 126, or
    - (b) by or as a result of an enactment.
  - 15 (2) A variation of a periodic standard contract (other than by or as a result of an enactment) must be in accordance with section 127.
  - (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that subsections (1)(b) and (2) of this section –
    - (a) must be incorporated, and
    - 20 (b) must not be incorporated with modifications.

**123 Variation of rent**

- (1) The landlord may vary the rent payable under a periodic standard contract by giving the contract-holder a notice proposing a new rent to take effect on the date specified in the notice.
- 25 (2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (3) Subject to that –
  - (a) the first notice may specify any date, and
  - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.
- 30 (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts under which rent is payable.

**124 Variation of other consideration**

- (1) Where consideration other than rent is payable under a periodic standard contract, the amount of consideration may be varied –
- (a) by agreement between the landlord and the contract-holder, or
  - (b) by the landlord in accordance with subsections (2) to (4).
- (2) The landlord may give the contract-holder holder a notice proposing a new amount of consideration to take effect on the date specified in the notice.
- (3) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (4) Subject to that –
- (a) the first notice may specify any date, and
  - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.
- (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts under which consideration other than rent is payable.

**125 Variation of other terms**

- (1) The fundamental terms, supplementary terms and additional terms of a periodic standard contract may be varied (subject to section 127) –
- (a) by agreement between the landlord and the contract-holder, or
  - (b) by the landlord in accordance with section 126.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; but subsection (1)(b) is not incorporated as a term of a periodic standard contract which does not incorporate section 172 (landlord's notice to end contract).

**126 Variation by landlord of other terms: notice procedure**

- (1) The landlord may give the contract-holder notice that unless the contract-holder consents to a variation of the contract under section 125, the landlord will make a possession claim on the ground in section 176 (landlord's notice).
- (2) The notice must –
- (a) specify the nature of the variation and the date on which the variation is to take effect, and
  - (b) inform the contract-holder that the notice also has effect as a notice under section 172 (landlord's notice to end contract).
- (3) The date specified as the date on which the variation is to take effect may not be less than two months after the day on which the notice is given to the contract-holder.
- (4) If the contract-holder does not give written consent to the variation on or before the date on which it is to take effect, the landlord may make a possession claim on the ground in section 176 (landlord's notice).

(5) If the landlord satisfies the requirements of this section, the landlord is to be treated for the purposes of making the possession claim as having given notice to end the contract under section 172 (and section 177(1)(a) is to be read as if it referred to the date specified in the notice in accordance with subsection (2)(a) of this section).

(6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which do not incorporate section 172 (landlord's notice to end contract).

## 127 Limitation on variation

(1) A fundamental term of a periodic standard contract incorporating any of the fundamental provisions to which subsection (2) applies may not be varied (except by or as a result of an enactment).

(2) This subsection applies to the following fundamental provisions –

(a) section 122(1)(b) and (2) and this section,

(b) section 45 (requirement to use deposit scheme) and section 175 (breach of deposit requirements),

(c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),

(d) section 55 (anti-social behaviour and other prohibited conduct),

(e) section 147 (permissible termination),

(f) section 148 (possession claims),

(g) section 154 (death of sole contract-holder), and

(h) section 157 (securing contract by use of false statement).

(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect –

(a) unless as a result of the variation –

(i) the fundamental provision which the term incorporates would be incorporated without modification, or

(ii) the contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i);

(b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.

(4) A variation of a term of a periodic standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).

(5) Subsection (4) does not apply to a variation made by or as a result of an enactment.

(6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that this section –

(a) must be incorporated, and

(b) must not be incorporated with modifications.

### 128 Written statement of variation

- 5 (1) If a periodic standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder –
- (a) a written statement of the term or terms varied, or
  - (b) a written statement of the contract as varied.
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- 10 (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

### 129 Failure to provide written statement etc.

- 15 (1) If the landlord under a periodic standard contract fails to comply with a requirement under section 128 the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
- 20 (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement on or before the day referred to in subsection (2)(b).
- 25 (4) The interest starts to run on the day referred to in subsection (2)(b) at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
- (5) The relevant date is the day on which the contract was varied.
- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- 30 (7) If under section 128 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

**CHAPTER 4****JOINT CONTRACT-HOLDERS: WITHDRAWAL****130 Withdrawal**

- 5 (1) A joint contract-holder under a periodic standard contract may withdraw from the contract by giving a notice (a “withdrawal notice”) to the landlord.
- (2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the “withdrawal date”).
- 10 (3) The joint contract-holder must give a written warning to the other joint contract-holders when he or she gives the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- 15 (5) The joint contract-holder ceases to be a party to the contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under section 167 (contract-holder’s notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- 20 (7) Subsection (3) does not apply to a notice which is treated as a withdrawal notice because of subsection (6).
- (8) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**131 Withdrawal: power to prescribe time limits**

25 The Welsh Ministers may prescribe supplementary provisions specifying a minimum time period between the date on which a notice under section 130 is given to the landlord, and the date specified in the notice.

**PART 7****PROVISIONS APPLYING ONLY TO FIXED TERM STANDARD CONTRACTS****CHAPTER 1****OVERVIEW****132 Overview of Part**

30 This Part applies only to fixed term standard contracts, and addresses –

- (a) exclusion of the contract-holder from the dwelling for specified periods,

- (b) variation of fixed term standard contracts,
- (c) withdrawal of joint contract-holders from certain fixed term standard contracts, and
- (d) dealing (that is, transfers).

5

## CHAPTER 2

### EXCLUSION FOR SPECIFIED PERIODS

#### 133 Exclusion of contract-holder from dwelling for specified periods

- (1) A fixed term standard contract may provide that the contract-holder is not entitled to occupy the dwelling as a home for such periods as are specified in the contract.
- 10 (2) The contract may specify periods for the purpose of subsection (1) by reference to any matters reasonably ascertainable by the contract-holder (as well as by reference to specified dates).

## CHAPTER 3

### VARIATION OF CONTRACTS

#### 15 134 Variation

- (1) A fixed term standard contract may not be varied except—
  - (a) by agreement between the landlord and the contract-holder, or
  - (b) by or as a result of an enactment.
- 20 (2) A variation of a fixed term standard contract (other than by or as a result of an enactment) must be in accordance section 135.
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts; section 20 provides that subsections (1)(b) and (2) of this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

#### 25 135 Limitation on variation

- (1) A fundamental term of a fixed term standard contract which incorporates any of the fundamental provisions to which subsection (2) applies may not be varied (other than by or as a result of an enactment).
- 30 (2) This subsection applies to the following fundamental provisions—
  - (a) section 134(1)(b) and (2) and this section,
  - (b) section 45 (requirement to use deposit scheme),
  - (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
  - (d) section 55 (anti-social behaviour and other prohibited conduct),



- (e) section 147 (permissible termination),
- (f) section 148 (possession claims),
- (g) section 154 (death of sole contract-holder),
- (h) section 157 (securing contract by use of false statement), and
- (i) section 194 (breach of deposit requirements: contracts with a contract-holder's break clause).

(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect –

(a) unless as a result of the variation –

- (i) the fundamental provision which the term incorporates would be incorporated without modification, or
- (ii) the contract-holder would be in a better position than he or she would be in the case set out in sub-paragraph (i);

(b) if the variation (regardless of whether it is within paragraph ((a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.

(4) A variation of a term of a fixed term standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).

(5) Subsection (4) does not apply to a variation made by or as a result of an enactment.

(6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts, but subsection (2)(i) is not incorporated as a term of a contract which does not have a contract-holder's break clause; section 20 provides that this section –

- (a) must be incorporated, and
- (b) must not be incorporated with modifications.

### 136 Written statement of variation

(1) If a fixed term standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder –

- (a) a written statement of the term or terms varied, or
- (b) a written statement of the contract as varied.

(2) The relevant period is the period of 14 days starting with the day on which the contract is varied.

(3) The landlord may not charge a fee for providing a written statement under subsection (1).

(4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

**137 Failure to provide written statement etc.**

- (1) If the landlord under a fixed term standard contract fails to comply with a requirement under section 136 the landlord is liable to pay the contract-holder compensation under section 87.
- 5 (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
- (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or
- (b) if earlier, the last day of the period of two months starting with the relevant date.
- 10 (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
- 15 (5) The relevant date is the day on which the contract was varied.
- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- 20 (7) If under section 136 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

**CHAPTER 4****JOINT CONTRACT-HOLDERS: WITHDRAWAL****138 Withdrawal of joint contract-holder using contract-holder's break clause**

- 25 (1) If a fixed term standard contract contains a contract-holder's break clause, it may provide that if there are joint contract-holders, a notice given to the landlord by one or more (but not all) of them that purports to be a notice under the break clause is to be treated as a notice that the joint contract-holder intends (or the joint contract-holders intend) to withdraw from the contract ("a withdrawal notice").
- 30 (2) If it does so, it must also make provision equivalent to subsections (4) and (5) of sections 111 and 130.

**CHAPTER 5****DEALING: TRANSFERS***Sole contract-holder***139 Transfer on death of sole contract-holder**

- 5 (1) A fixed term standard contract may provide that on the death of a sole contract-holder, the contract may be transferred in the course of the administration of the contract-holder's estate.
- (2) Section 73 (right to succeed) does not apply to a fixed term standard contract that contains such provision.
- 10 (3) Section 154 (termination of contract on death) is not incorporated as a term of a fixed term standard contract that contains such provision.

*Joint contract-holders***140 Forced transfers**

- 15 (1) A fixed term standard contract may provide that if there are joint contract-holders, one or more of them may require the other joint contract-holder or joint contract-holders to join in a transfer of the contract in accordance with the contract.
- (2) If the contract contains such provision, the joint contract-holder or joint contract-holders wishing to transfer the occupation contract may apply to the court for an order that the other joint contract-holder or joint contract-holders join in the transfer.
- 20 (3) The court may make the order applied for if it thinks fit.

**141 Joint contract-holder's interest**

- (1) This section applies if a fixed term standard contract provides that a joint contract-holder may transfer his or her rights and obligations under the contract.
- 25 (2) The contract must also provide that a transfer may not be made unless the transferor gives notice to the other joint contract-holders that a transfer will be made.
- (3) The contract must also provide that the transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

**142 Transfer on death of joint contract-holder**

- 30 (1) This section applies if a fixed term standard contract provides that on the death of a joint contract-holder his or her rights and obligations under the contract may be transferred in the course of the administration of his or her estate.
- (2) The contract must also provide that a transfer may not be made unless the joint contract-holder gives notice to the other joint contract-holders before his or her death that such a transfer will be made.

- (3) The contract must also provide that the transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

## PART 8

### SUPPORTED STANDARD CONTRACTS

#### 5 143 Supported standard contract and supported accommodation

- (1) In this Act “supported standard contract” means a standard contract which relates to supported accommodation.
- (2) For the purposes of this Act accommodation is “supported accommodation” if—
- (a) it is provided by a community landlord or a registered charity,
  - 10 (b) the landlord or charity (or a person acting on behalf of the landlord or charity) provides support services to a person entitled to occupy the accommodation, and
  - (c) there is a connection between provision of the accommodation and provision of the support services.
- (3) Accommodation in a care institution (within the meaning of paragraph 4 of Schedule 2) is not supported accommodation.
- 15 (4) “Support services” include—
- (a) support in controlling or overcoming addiction,
  - (b) support in finding employment or alternative accommodation, and
  - (c) supporting someone who finds it difficult to live independently because of age, illness, disability or any other reason.
- 20 (5) “Support” includes the provision of advice, training, guidance and counselling.

#### 144 Mobility

- (1) A supported standard contract may provide that the dwelling subject to the contract is the dwelling, within a building specified in the contract, as is from time to time specified by the landlord.
- 25 (2) If it does so, then references in this Act to the dwelling subject to the occupation contract are to be treated as references to the dwelling for the time being specified by the landlord.

#### 145 Temporary exclusion

- (1) If the landlord under a supported standard contract reasonably believes that a contract-holder has done anything within subsection (2), the landlord may require the contract-holder—
- (a) to leave the dwelling, and
  - (b) not to return to the dwelling for a specified period.
- (2) The acts are—
- 35 (a) using violence against any person in the dwelling,

- (b) doing something in the dwelling which creates a risk of significant harm to any person, and
- (c) behaving in the dwelling in a way which seriously impedes the ability of another resident of supported accommodation provided by the landlord to benefit from the support provided in connection with that accommodation.
- 5
- (3) The period specified under subsection (1)(b) may not be longer than 48 hours.
- (4) The landlord must give a contract-holder required to leave the dwelling under this section a notice setting out the reasons why he or she is required to leave, and must do so –
- 10
- (a) when requiring him or her to leave, or
- (b) as soon as reasonably practicable afterwards.
- (5) The landlord may use the power conferred by this section, in relation to a particular contract-holder, no more than three times in any period of six months.
- (6) In this section (except in subsection (2)(c) and this subsection) references to “the landlord” include references to any person designated by the landlord as entitled to exercise the power under this section in relation to the dwelling.
- 15
- (7) In this section “dwelling” includes any common parts.
- (8) This section is a fundamental provision which is incorporated as a term of all supported standard contracts.

**PART 9**

**TERMINATION ETC. OF OCCUPATION CONTRACTS**

**CHAPTER 1**

**OVERVIEW AND INTRODUCTORY PROVISIONS**

*Overview*

**146 Overview of Part**

The following table provides an overview of this Part –

**TABLE 1**

<b>CHAPTER</b>	<b>OCCUPATION CONTRACTS TO WHICH IT APPLIES</b>	<b>CONTENT OF CHAPTER</b>
1	All occupation contracts (except section 150, which applies only to introductory standard contracts and prohibited conduct standard contracts)	(a) Ways in which occupation contracts may be ended, (b) circumstances in which landlords may make a claim to the court for recovery of possession of a dwelling, and (c) “possession notices”, which are notices landlords must give to contract-holders before making a possession claim under section 156 (breach of contract), section 160 (in relation to estate management grounds), sections 164 or 169 (recovery of possession after contract-holder’s notice), section 179 or 184 (serious rent arrears) or section 188 (recovery of possession after use of contract-holder’s break clause).
2	All occupation contracts	Certain circumstances in which occupation contracts can end without a possession claim.
3	All occupation contracts	Landlords’ possession claims on— (a) ground of contract-holder’s breach of contract, and (b) estate management grounds.

	4	Secure contracts	Contract-holder's right to end the contract.
	5	Periodic standard contracts	(a) Contract-holder's right to end the contract, and (b) rights of landlord to end the contract and make a possession claim.
5	6 and 7	Fixed term standard contracts	(a) What happens at the end of the term, (b) contract-holder's right to end the contract, and (c) rights of landlord to end the contract and make a possession claim.
10	8	Introductory standard contracts and prohibited conduct standard contracts	Review by landlord, when required by contract-holder, of landlord's decision to give a notice requiring possession on certain grounds.
15	9 and 10	All occupation contracts	(a) Powers of court in relation to all possession claims, and (b) powers of court in relation to possession claims concerning discretionary grounds for possession.
	11	Secure contracts	Powers and duties of court in relation to possession claims concerning a contract-holder's notice.
20	12	Standard contracts	Powers and duties of court in relation to possession claims concerning absolute grounds for possession.
25	13 to 15	All occupation contracts	(a) Rights of landlord in relation to abandonment of dwelling by contract-holder, (b) termination and exclusion where there are joint contract-holders, and (c) forfeiture and notices to quit not available in relation to occupation contracts.

*Permissible termination, possession claims and notices requiring possession*

**147 Permissible termination etc.**

- 30 (1) An occupation contract may be ended only in accordance with—
- (a) the fundamental terms of the contract which incorporate fundamental provisions set out in this Part or other terms included in the contract in accordance with this Part, or
  - (b) an enactment.
- 35 (2) Nothing in this section affects—
- (a) any right of the landlord or contract-holder to rescind the contract, or
  - (b) the operation of the law of frustration.

- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

5 **148 Possession claims**

- (1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the dwelling from the contract-holder (“a possession claim”) only in the circumstances set out in Chapters 3 to 5 and 7.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section –
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

10

**149 Possession notices**

- (1) This section applies in relation to a possession notice which a landlord is required to give to a contract-holder before making a possession claim.
- (2) The notice must (in addition to specifying the ground on which the claim will be made) –
- (a) state the landlord’s intention to make a possession claim,
  - (b) give particulars of the ground, and
  - (c) state the date after which the landlord is able to make a possession claim.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

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*Notices requiring possession: introductory standard contracts and prohibited conduct standard contracts*

25 **150 Introductory standard contracts and prohibited conduct standard contracts: notices under sections 172 and 179**

- (1) Subsection (2) applies in relation to –
- (a) a possession notice given under section 179 (serious rent arrears) in connection with an introductory standard contract or a prohibited conduct standard contract;
  - (b) a notice given under section 172 (landlord’s notice) in connection with an introductory standard contract or a prohibited conduct standard contract.
- (2) The notice must (in addition to complying with any other requirements under this Act) inform the contract-holder of the right to apply for a review under section 198 (review by landlord), and of the time by which the application must be made.
- (3) This section is a fundamental provision which is incorporated as a term of all introductory standard contracts and prohibited conduct standard contracts.

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## CHAPTER 2

### TERMINATION ETC. WITHOUT A POSSESSION CLAIM

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

#### 151 Early termination by contract-holder

- 5 (1) The contract-holder may end the occupation contract at any time before the earlier of—
- (a) the landlord giving the contract-holder a written statement of the contract under section 31(1), or
  - (b) the occupation date.
- 10 (2) To end the contract under subsection (1), the contract-holder must give a notice to the landlord stating that he or she is ending the contract.
- (3) On giving the notice to the landlord, the contract-holder—
- (a) ceases to have any liability under the contract, and
  - (b) becomes entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with the contract.
- 15 (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### 152 Termination by agreement

- (1) If the landlord and the contract-holder under an occupation contract agree to end the contract, the contract ends—
- 20 (a) when the contract-holder gives up possession of the dwelling in accordance with the agreement, or
- (b) if he or she does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- 25 (2) An occupation contract is a substitute occupation contract if—
- (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
  - (b) a contract-holder under it was also a contract-holder under the original contract.
- 30 (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### 153 Repudiatory breach by landlord

- (1) If the landlord under an occupation contract commits a repudiatory breach of contract and the contract-holder gives up possession of the dwelling because of that breach, the contract ends when the contract-holder gives up possession of the dwelling.

- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**154 Death of sole contract-holder**

- (1) If the sole contract-holder under an occupation contract dies, the contract ends –
- 5 (a) one month after the death of the contract-holder, or  
(b) if earlier, when the landlord is given notice of the death by the authorised persons.
- (2) The authorised persons are –
- (a) the contract-holder's personal representatives, or  
(b) the permitted occupiers of the dwelling aged 16 and over (if any) acting together.
- 10 (3) The contract does not end if under section 74 one or more persons are qualified to succeed the contract-holder.
- (4) The contract does not end if, at the contract-holder's death, a family property order has effect which requires the contract-holder to transfer the contract to another person.
- 15 (5) If, after the contract-holder's death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends –
- (a) when the order ceases to have effect, or  
(b) if later, at the time the contract would end under subsection (1).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts, except fixed term standard contracts that contain the provision mentioned in section 139(1) (transfer on death of sole contract holder); section 20 provides that this section –
- 20 (a) must be incorporated, and  
(b) must not be incorporated with modifications.

**155 Death of landlord where occupation contract is a licence**

25 An occupation contract which is a licence ends on the death of the landlord.

**CHAPTER 3**

**TERMINATION OF ALL OCCUPATION CONTRACTS (POSSESSION CLAIMS BY LANDLORDS)**

*Breach of contract*

**30 156 Breach of contract**

- (1) If the contract-holder under an occupation contract breaches the contract, the landlord may on that ground make a possession claim.

(2) Section 205 provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 9).

(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **157 False statement inducing landlord to make contract to be treated as breach of contract**

(1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement—

(a) the contract-holder is to be treated as being in breach of the occupation contract, and

(b) the landlord may accordingly make a possession claim on the ground in section 156 (breach of contract).

(2) A false statement is relevant if it is made knowingly or recklessly by—

(a) the contract-holder, or

(b) another person acting at the contract-holder's instigation.

(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—

(a) must be incorporated, and

(b) must not be incorporated with modifications.

#### **158 Restrictions on section 156**

(1) Before making a possession claim on the ground in section 156, the landlord must give the contract-holder a possession notice specifying that ground.

(2) 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.

(3) The landlord may not make a possession claim in reliance on a breach of any other term of the 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.

(4) 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.

(5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### *Estate management grounds*

#### **159 Estate management grounds**

(1) The landlord under an occupation contract may make a possession claim on one or more of the estate management grounds.

- (2) The estate management grounds are set out in Part 1 of Schedule 8 (paragraph 10 of that Schedule provides that Part 1 of that Schedule is a fundamental provision applicable to all occupation contracts).
- (3) Section 206 provides that the court may not make an order for possession on an estate management ground unless –
- (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 9), and
  - (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 10) is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to the contract-holder a sum equal to the reasonable expenses likely to be incurred by the contract-holder in moving from the dwelling.
- (5) Subsection (4) does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**20 160 Restrictions on section 159**

- (1) Before making a possession claim on an estate management ground, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim –
- (a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.
- (4) The landlord may not give the contract-holder a possession notice specifying estate management Ground G (accommodation not required by successor) –
- (a) before the end of the period of six months starting with the day on which the landlord became aware of the previous contract-holder's death, or
  - (b) after the end of the period of twelve months starting with that day.
- (5) The landlord may not give the contract-holder a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under the contract ended.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**161 Estate management grounds: redevelopment schemes**

Part 2 of Schedule 8 (approval of redevelopment schemes) makes provision supplementing estate management Ground B.

**CHAPTER 4****5 TERMINATION OF SECURE CONTRACTS (CONTRACT-HOLDER'S NOTICE)****162 Contract-holder's notice**

(1) The contract-holder under a secure contract may end the contract by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.

10 (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

**163 Minimum notice period**

(1) The date specified in a notice under section 162 may not be less than four weeks after the day on which the notice is given to the landlord.

15 (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

**164 Recovery of possession**

(1) If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under section 162, the landlord may on that ground make a possession claim.

20 (2) Section 208 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).

(3) This section is a fundamental provision which is incorporated as a term of all secure contracts.

**25 165 Restrictions on section 164**

(1) Before making a possession claim on the ground in section 164 the landlord must give the contract-holder a possession notice specifying that ground.

(2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.

30 (3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.

(4) The landlord may not give the contract-holder a possession notice specifying the ground in section 164 after the end of the period of two months starting with the date specified in the notice under section 162 as the date on which the contract-holder would give up possession of the dwelling.

35 (5) This section is a fundamental provision which is incorporated as a term of all secure contracts.

**166 Termination of contract on contract-holder's notice**

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 162, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –
- (a) on the day on which the contract-holder gives up possession of the dwelling, or
  - (b) if an order for possession is made, on the date determined in accordance with section 202.
- (3) The notice ceases to have effect if, before the contract ends –
- (a) the contract-holder withdraws the notice by further notice to the landlord, and
  - (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts.

**CHAPTER 5****TERMINATION OF PERIODIC STANDARD CONTRACTS***Termination by contract-holder: contract-holder's notice***167 Contract-holder's notice**

- (1) The contract-holder under a periodic standard contract may end the contract by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**168 Minimum notice period**

- (1) The date specified in a notice under section 167 may not be less than four weeks after the day on which the notice is given to the landlord.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**169 Recovery of possession**

- (1) If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under section 167, the landlord may on that ground make a possession claim.
- (2) Section 211 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).

- (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

#### 170 Restrictions on section 169

- 5 (1) Before making a possession claim on the ground in section 169 the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.
- (3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.
- 10 (4) The landlord may not give the contract-holder a possession notice specifying the ground in section 169 after the end of the period of two months starting with the date specified in the notice under section 167 as the date on which the contract-holder would give up possession of the dwelling.
- 15 (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

#### 171 Termination of contract on contract-holder's notice

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 167 the contract ends on the date specified in the notice.
- 20 (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –
- (a) on the day on which the contract-holder gives up possession of the dwelling, or
- (b) if an order for possession is made, on the date determined in accordance with section 202.
- (3) The notice ceases to have effect if, before the contract ends –
- 25 (a) the contract-holder withdraws the notice by giving further notice to the landlord, and
- (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.
- 30

#### *Termination by landlord: landlord's notice*

#### 172 Landlord's notice

- 35 (1) The landlord under a periodic standard contract may end the contract by giving the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

- (3) If this section is not incorporated as a term of a period standard contract, the landlord may not vary the terms of the contract in accordance with sections 125(1)(b) and 126 (variation by landlord’s notice).

**173 Minimum notice period**

- (1) The date specified in a notice under section 172 may not be less than two months after the day on which the notice is given to the contract-holder.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**174 Restrictions on section 172: breach of information requirements**

- (1) If the landlord does not comply with section 31(1) (duty to provide written statement of contract), the landlord may not give notice under section 172 before the end of the restricted period.
- (2) The restricted period is six months starting with the day on which the landlord gives a written statement of the contract to the contract-holder.
- (3) The landlord may not give the contract-holder notice under section 172 at any time when the landlord has not provided a notice required under section 39 (duty to provide information about parties).
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**175 Restrictions on section 172: breach of security and deposit requirements**

- (1) The landlord may not give notice under section 172 at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.
- (2) The landlord may not give notice under section 172 at a time when any of subsections (3) to (5) apply unless –
- (a) a deposit paid in connection with the contract has been returned to the contact-holder (or any person who paid the deposit on his or her behalf) either in full or with such deductions as may have been agreed, or
  - (b) an application to the county court has been made under paragraph 2 of Schedule 5 and has been determined by the county court, withdrawn, or settled by agreement between the parties.
- (3) A deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (4) A deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b).
- (5) A deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.
- (6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that this section –
- (a) must be incorporated, and



- (b) must not be incorporated with modifications.

### 176 Recovery of possession

- (1) If the landlord gives the contract-holder a notice under section 172, the landlord may on that ground make a possession claim.
- 5 (2) Section 211 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 213 (retaliatory evictions: standard contracts) applies (and subject to any available defence based on the contract-holder's Convention rights).
- 10 (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

### 177 Restriction on section 176

- (1) The landlord may not make a possession claim on the ground in section 176 –
- (a) before the date specified in the notice given by the landlord to the contract-holder under section 172, or
- 15 (b) after the end of the period of two months starting with that date.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

### 178 Termination of contract on landlord's notice

- 20 (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 172, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –
- (a) on the day on which the contract-holder gives up possession of the dwelling, or
- 25 (b) if an order for possession is made, on the date determined in accordance with section 202.
- (3) The notice ceases to have effect if, before the contract ends –
- (a) the landlord withdraws the notice by further notice to the contract-holder, and
- (b) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.
- 30 (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

#### *Termination by landlord: serious rent arrears*

### 179 Serious rent arrears

- 35 (1) If the contract-holder under a periodic standard contract is in serious rent arrears, the landlord may on that ground make a possession claim.

- (2) The contract-holder is seriously in arrears with his or her rent –
- (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
  - (b) where the rental period is a month, if at least two months' rent is unpaid;
  - (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
  - (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- (3) Section 212 provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder –
- (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and
  - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

#### **180 Restrictions on section 179**

- (1) Before making a possession claim on the ground in section 179, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord under a periodic standard contract that is not an introductory standard contract or a prohibited conduct standard contract may not make the claim –
- (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (3) The landlord under an introductory standard contract or a prohibited conduct standard contract may not make the claim –
- (a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (4) Subsection (1) is a fundamental provision which is incorporated as a term of all periodic standard contracts, and –
- (a) subsection (2) is a fundamental provision which is incorporated as a term of all periodic standard contracts that are not introductory standard contracts or prohibited conduct standard contracts;
  - (b) subsection (3) is a fundamental provision which is incorporated as a term only of introductory standard contracts and prohibited conduct standard contracts.

*Termination of periodic standard contracts which were fixed term standard contracts***181 Relevance of events under fixed term standard contract**

- 5 (1) The landlord under a periodic standard contract which arises under section 182(2) (periodic standard contract arising at end of fixed term) may make a possession claim in reliance on –
- (a) a possession notice, or
  - (b) a notice under section 183,
- which the landlord gave to the contract-holder before the end of the fixed term contract.
- 10 (2) Sections 173 to 175, 177 and 178 apply to a notice under section 183(1), and a possession claim on the ground in section 183(3), as they apply to a notice under section 172 and a possession claim on the ground in section 176.
- (3) In any possession notice the landlord gives to the contract-holder, the landlord may rely on events which occurred before the end of the fixed term standard contract.
- 15 (4) This section is a fundamental provision which is incorporated as a term of periodic standard contracts which arise under section 182(2).

**CHAPTER 6****FIXED TERM STANDARD CONTRACTS: END OF THE FIXED TERM****182 End of fixed term**

- 20 (1) A fixed term standard contract ends at the end of the term for which it is made.
- (2) If the contract-holder remains in occupation of the dwelling after the end of the term, the landlord and the contract-holder are to be treated as having made a new periodic standard contract in relation to the dwelling.
- (3) The new contract –
- (a) has an occupation date falling immediately after the end of the fixed term, and
  - 25 (b) has rental periods that are the same as those for which rent was last payable under the fixed term contract.
- (4) The fundamental and supplementary provisions applicable to periodic standard contracts made with the landlord are incorporated as terms of the new contract without modification.
- 30 (5) Subject to subsections (3) and (4), the new contract has the same terms as the fixed term contract immediately before it ended.
- (6) A new occupation contract does not arise as described in subsection (2) if the landlord and the contract-holder have made a new occupation contract in relation to the same (or substantially the same) dwelling which has an occupation date falling immediately after
- 35 the fixed term contract ends.
- (7) If, before or on the occupation date of a new occupation contract arising as described in subsection (2) or (6) –

- (a) the contract-holder enters into an obligation to do an act which will cause the new contract to end, or
- (b) the contract-holder gives any notice or other document that would, but for this subsection, cause the new contract to end,
- 5 the obligation is unenforceable or (as the case may be) the notice or document is of no effect.

## CHAPTER 7

### TERMINATION OF FIXED TERM STANDARD CONTRACTS

#### *End of fixed term: landlord's notice*

#### 10 **183 Landlord's notice in connection with end of term**

- (1) The landlord under a fixed term standard contract may, before or on the last day of the term for which the contract was made, give the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.
- (2) The specified date—
- 15 (a) must be after the last day of the term for which the contract was made, and
- (b) may not be less than two months after the day on which the notice is given to the contract-holder.
- (3) If the landlord gives the contract-holder a notice under subsection (1), the landlord may on that ground make a possession claim.
- 20 (4) Section 211 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (5) The landlord may not make a possession claim on that ground before the end of the fixed term standard contract.
- 25 (6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

#### *Termination by landlord: serious rent arrears*

#### 184 **Serious rent arrears**

- 30 (1) If the contract-holder under a fixed term standard contract is seriously in arrears with his or her rent, the landlord may on that ground make a possession claim.
- (2) The contract-holder is seriously in arrears with his or her rent—
- (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
- (b) where the rental period is a month, if at least two months' rent is unpaid;
- 35 (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;

(d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

(3) Section 212 provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder –

(a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and

(b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.

(4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

#### **185 Restrictions on section 184**

(1) Before making a possession claim on the ground in section 184, the landlord must give the contract-holder a possession notice specifying that ground.

(2) The landlord may not make the claim –

(a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or

(b) after the end of the period of six months starting with that day.

(3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

#### *Contract-holder's break clause*

#### **186 Contract-holder's break clause**

(1) A fixed term standard contract may contain a term enabling the contract-holder to end the contract before the end of the fixed term by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.

(2) References in this Act to a contract-holder's break clause, in relation to a fixed term standard contract, are to the term mentioned in subsection (1).

#### **187 Minimum notice period**

(1) The date specified in a notice under a contract-holder's break clause may not be less than four weeks after the day on which the notice is given to the landlord.

(2) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

#### **188 Recovery of possession**

(1) If a contract-holder fails to give up possession of the dwelling on the date specified in a notice under a contract-holder's break clause, the landlord may on that ground make a possession claim.

(2) Section 211 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).

(3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

#### **189 Restrictions on section 188**

(1) Before making a possession claim on the ground in section 188 the landlord must give the contract-holder a possession notice specifying that ground.

(2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.

(3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.

(4) The landlord may not give the contract-holder a possession notice specifying the ground in section 188 after the end of the period of two months starting with the date specified in the notice under the contract-holder's break clause as the date on which the contract-holder would give up possession of the dwelling.

(5) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

#### **190 Termination of contract under contract-holder's break clause**

(1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under the contract-holder's break clause, the contract ends on the date specified in the notice.

(2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends –

(a) on the day on which the contract-holder gives up possession of the dwelling, or

(b) if an order for possession is made, on the date determined in accordance with section 202.

(3) The notice ceases to have effect if, before the contract ends –

(a) the contract-holder withdraws the notice by further notice to the landlord, and

(b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

(4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

#### *Landlord's break clause*

#### **191 Landlord's break clause**

(1) A fixed term standard contract may contain a term enabling the landlord to end the contract before the end of the fixed term by giving the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.

- (2) References in this Act to a landlord's break clause, in relation to a fixed term standard contract, are to the term mentioned in subsection (1).

**192 Minimum notice period**

- (1) The date specified in a notice under a landlord's break clause may not be less than two months after the day on which the notice is given to the contract-holder.
- (2) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

**193 Restrictions on use of landlord's break clause: breach of information requirements**

- (1) If the landlord does not comply with section 31(1) (duty to provide written statement of contract), the landlord may not give notice under a landlord's break clause before the end of the restricted period.
- (2) The restricted period is six months starting with the day on which the landlord gives a written statement of the contract to the contract-holder.
- (3) The landlord may not give notice under a landlord's break clause at any time when the landlord has not provided a notice required under section 39 (duty to provide information about parties).
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

**194 Restrictions on use of landlord's break clause: security and deposit requirements**

- (1) The landlord may not give notice under a landlord's break clause at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.
- (2) The landlord may not give notice under a landlord's break clause at a time when any of subsections (3) to (5) apply unless –
- (a) a deposit paid in connection with the contract has been returned to the contact-holder (or any person who paid the deposit on his or her behalf) either in full or with such deductions as may have been agreed, or
- (b) an application to the county court has been made under paragraph 2 of Schedule 5 and has been determined by the county court, withdrawn, or settled by agreement between the parties.
- (3) A deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (4) A deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b).
- (5) A deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.
- (6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause; section 20 provides that this section –

- (a) must be incorporated, and
- (b) must not be incorporated with modifications.

### 195 Recovery of possession

- 5
- (1) If the landlord gives the contract-holder a notice under the landlord's break clause, the landlord may on that ground make a possession claim.
  - (2) Section 211 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 213 (retaliatory evictions) applies (and subject to any available defence based on the contract-holder's Convention rights).
  - 10 (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

### 196 Restriction on section 195

- 15
- (1) The landlord may not make a possession claim on the ground in section 195—
    - (a) before the date specified in the notice given by the landlord to the contract-holder under the landlord's break clause, or
    - (b) after the end of the period of two months starting with that date.
  - (2) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

### 197 Termination of contract under landlord's break clause

- 20
- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under the landlord's break clause, the contract ends on the date specified in the notice.
  - (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends
    - 25 (a) on the day on which the contract-holder gives up possession of the dwelling, or
    - (b) if an order for possession is made, on the date determined in accordance with section 202.
  - (3) The notice ceases to have effect if, before the contract ends—
    - (a) the landlord withdraws the notice by further notice to the contract-holder, and
    - 30 (b) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.
  - (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.



## CHAPTER 8

## REVIEW BY LANDLORD OF DECISION TO GIVE NOTICE REQUIRING POSSESSION

(THIS CHAPTER APPLIES ONLY TO INTRODUCTORY STANDARD CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS)

- 5 **198**      **Review of decision to terminate introductory standard contract or prohibited conduct standard contract**
- (1) This section applies only in relation to introductory standard contracts and prohibited conduct standard contracts.
- (2) If the landlord decides to give a contract-holder a notice under section 172 (landlord's notice) or a possession notice specifying the ground in section 179 (serious rent arrears),  
10 the contract-holder may request that the landlord carries out a review of that decision.
- (3) A request for a review must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice.
- 15 **199**      **Landlord's review of decision to give a notice**
- (1) If the contract-holder, in accordance with section 198, requests a review of the landlord's decision to give a notice, the landlord must carry out the review.
- (2) Following a review, the landlord may –
- (a) confirm the decision to give the notice, or  
20      (b) reverse the decision.
- (3) The landlord must notify the contract-holder of the outcome of the review before the date after which the landlord is able to make a possession claim.
- (4) If the landlord confirms the decision, the notice must set out the reasons for the confirmation.
- 25 (5) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this section.
- (6) Regulations under subsection (5) may, amongst other things –
- (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and  
30      (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

## CHAPTER 9

## POSSESSION CLAIMS: POWERS OF COURT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

**200 Possession claims**

- 5 (1) The court may not hear a possession claim made by the landlord under an occupation contract –
- (a) if the landlord has failed to comply with the requirements in whichever of the following sections apply –
- 10 (i) section 158 (restrictions on making a possession claim following breach of contract);
- (ii) section 160 (restrictions on making a possession claim on estate management grounds);
- (iii) section 165 (restrictions on making a possession claim following contract-holder's notice: secure contracts);
- 15 (iv) section 170 (restrictions on making a possession claim following contract-holder's notice: periodic standard contracts);
- (v) sections 174, 175 and 177 (restrictions relating to landlord's notice: periodic standard contracts);
- (vi) section 180 (restrictions on making a possession claim following serious rent arrears: periodic standard contracts);
- 20 (vii) section 183 (restrictions relating to notice in connection with the end of fixed term);
- (viii) section 185 (restrictions on making a possession claim following serious rent arrears: fixed term standard contracts);
- 25 (ix) section 189 (restrictions on making a possession claim following use of contract-holder's break clause in a fixed term standard contract);
- (x) sections 193, 194 and 196 (restrictions relating to landlord's break clause in a fixed term standard contract);
- 30 (xi) section 199 (review of a decision to give a notice requiring possession: introductory standard contracts and prohibited conduct standard contracts).
- (b) if the landlord was required to give a possession notice and has failed to comply with section 149 or (in relation to an introductory standard contract or a prohibited conduct standard contract) section 150.
- 35 (2) Subsection (1) does not apply if the court considers it reasonable to dispense with the requirements mentioned in that subsection.
- (3) Subsection (1) does not apply to an application for an order for possession against a subholder under section 65(2) (extended possession order).

**201 Orders for possession**

- (1) The court may make an order requiring the contract-holder under an occupation contract to give up possession of the dwelling only on one or more of the grounds in—
- (a) section 156 (breach of contract);
  - 5 (b) section 159 (estate management);
  - (c) section 164 (contract-holder's notice: secure contracts);
  - (d) section 169 (contract-holder's notice: periodic standard contracts);
  - (e) section 176 (landlord's notice: periodic standard contracts);
  - (f) section 179 (serious rent arrears: periodic standard contracts);
  - 10 (g) section 183 (landlord's notice in connection with end of fixed term);
  - (h) section 184 (serious rent arrears: fixed term standard contracts);
  - (i) section 188 (contract-holder's notice: fixed term standard contracts);
  - (j) section 195 (landlord's notice: fixed term standard contracts).
- (2) Where the landlord is required to give the contract-holder a possession notice, the court may not make an order for possession on a ground that is not specified in the landlord's possession notice.
- (3) But the court may allow the ground (or grounds) specified in the possession notice to be altered or added to at any time before the court makes an order for possession.

**202 Effect of order for possession**

- (1) If the court makes an order requiring the contract-holder under an occupation contract to give up possession of the dwelling on a date specified in the order, the contract ends—
- (a) if the contract-holder gives up possession of the dwelling on or before that date, on that date,
  - 25 (b) if the contract-holder gives up possession of the dwelling after that date but before the order for possession is executed, on the day on which he or she gives up possession of the dwelling, or
  - (c) if the contract-holder does not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.
- (2) Subsection (3) applies if—
- 30 (a) it is a condition of the order that the landlord must offer a new occupation contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
  - (b) that joint contract-holder (or those joint contract-holders) continue to occupy the dwelling on and after the occupation date of the new contract.
- (3) The occupation contract in relation to which the order for possession was made ends immediately before the occupation date of the new contract.
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- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

### 203 Participation in proceedings

- (1) A person occupying a dwelling subject to an occupation contract who has home rights is entitled, so long as the person remains in occupation –
- (a) to be a party to any proceedings on a possession claim relating to the dwelling, or in connection with an order for possession of the dwelling, or
  - (b) to seek an adjournment, postponement, stay or suspension under section 207, 210 or 215.
- (2) “Home rights” has the meaning given by section 30(2) of the Family Law Act 1996 (c. 27).

### 204 Misrepresentation or concealment of facts used to obtain order for possession

- (1) This section applies if, after the landlord under an occupation contract obtains an order for possession against the contract-holder, the court is satisfied that the order was obtained by misrepresentation or concealment of material facts.
- (2) The court may order the landlord to pay to the contract-holder such sum as appears sufficient compensation for damage or loss sustained by the contract-holder as a result of the order.

## CHAPTER 10

### POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO DISCRETIONARY GROUNDS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

### 205 Breach of contract ground

- (1) This section applies if the landlord under an occupation contract makes a possession claim on the ground in section 156 (breach of contract).
- (2) The court may not make an order for possession on that ground unless it considers it reasonable to do so.
- (3) The court is not prevented from making an order for possession on that ground merely because the contract-holder ceased to be in breach of the contract before the landlord made the possession claim.
- (4) Schedule 9 makes provision as regards the reasonableness of making an order for possession.

### 206 Estate management grounds

- (1) This section applies if the landlord under an occupation contract makes a possession claim under section 159 on one or more of the estate management grounds.

- (2) The court may not make an order for possession on that ground (or those grounds) unless –
- (a) it considers it reasonable to do so, and
  - (b) it is satisfied that suitable alternative accommodation is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (3) Schedule 9 makes provision as regards the reasonableness of making an order for possession.
- (4) Whether suitable alternative accommodation is, or will be, available to the contract-holder is to be determined in accordance with Schedule 10.
- (5) If the landlord makes a possession claim on estate management Ground B and the redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the court may not make an order for possession unless it is satisfied that the conditions are or will be met.
- (6) If the court makes an order for possession and the landlord is required to pay the contract-holder a sum under section 159(4), the sum payable –
- (a) if not agreed between the landlord and contract-holder, is to be determined by the court, and
  - (b) is recoverable from the landlord as a civil debt.

## **207 Powers to adjourn proceedings and postpone giving up of possession**

- (1) If a landlord's possession claim relies on the ground in section 156 (breach of contract) or on one or more of the estate management grounds, the court may adjourn proceedings on the claim for such period or periods as it considers reasonable.
- (2) If the court makes an order for possession under section 205 or 206, it may (on making the order or at any time before the order is executed) postpone the giving up of possession for such period or periods as it thinks fit.
- (3) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.
- (4) On an adjournment or postponement under this section, the court must impose conditions as regards –
- (a) payment by the contract-holder of arrears of rent (if any), and
  - (b) continued payment of rent (if any),
- unless it considers that to do so would cause exceptional hardship to the contract-holder or would otherwise be unreasonable.
- (5) The court may impose any other conditions it thinks fit.
- (6) If the contract-holder complies with the conditions, the court may discharge the order for possession.
- (7) Schedule 9 makes provision as regards the reasonableness of an adjournment or postponement.

**CHAPTER 11****POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUND**

(THIS CHAPTER APPLIES ONLY TO SECURE CONTRACTS)

**208 Contract-holder's notice ground**

- 5 (1) This section applies if –
- (a) the landlord under a secure contract makes a possession claim on the ground in section 164 (contract-holder's notice), and
  - (b) the court is satisfied that the ground is made out.
- 10 (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) This section is subject to section 209 (review by the county court).

**209 Review of claim made on absolute ground**

- 15 (1) This section applies if a landlord under a secure contract makes a possession claim in the county court on the ground in section 164 (contract-holder fails to give up possession following a contract-holder's notice), and –
- (a) the landlord is a community landlord, or
  - (b) the landlord's decision to make a possession claim on that ground is subject to judicial review.
- 20 (2) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord's decision to make the claim.
- (3) The county court may confirm or quash the decision.
- (4) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- 25 (5) If the county court quashes the decision it may –
- (a) set aside the possession notice and dismiss the possession proceedings;
  - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (6) The contract-holder may not make an application under subsection (2) after an order for possession has been made in respect of the dwelling.

**210 Powers to postpone giving up of possession**

- 30 (1) This section applies if the court makes an order for possession of a dwelling under section 208.
- 35 (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.

- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

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**CHAPTER 12****POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS**

(THIS CHAPTER APPLIES ONLY TO STANDARD CONTRACTS)

*Absolute grounds for possession relating to standard contracts*

**211 Notice grounds**

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- (1) Subsection (2) applies if –
- (a) the landlord under a standard contract makes a possession claim on the ground in section 169 or 188 (contract-holder's notice) or section 183 (landlord's notice in connection with end of fixed term), and
  - (b) the court is satisfied that the ground is made out.
- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) Subsection (4) applies if –
- (a) the landlord under a standard contract makes a possession claim on the ground in section 176 or 195 (landlord's notice), and
  - (b) the court is satisfied that the ground is made out.
- (4) The court must make an order for possession of the dwelling unless section 213 (retaliatory evictions) applies (and subject to any available defence based on the contract-holder's Convention rights).
- (5) This section is subject to section 214 (review by the county court).

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**212 Serious rent arrears grounds**

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 179 or 184 (serious rent arrears).
- (2) If the court is satisfied that the contract-holder –
- (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder a possession notice, and
  - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim,
- it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) Section 179(2) or (as the case may be) section 184(2) applies for determining whether a contract-holder is seriously in arrears with his or her rent.

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- (4) This section is subject to section 214 (review by the county court).

*Retaliatory eviction: absolute ground that becomes a discretionary ground*

### **213 Retaliatory possession claims to avoid obligations to repair etc.**

- (1) This section applies if –

- (a) a landlord under a standard contract makes a possession claim on the ground in section 176 or section 195 (landlord’s notice), and  
(b) the court considers that the claim is a retaliatory claim.

- (2) The court may refuse to make an order for possession.

- (3) A possession claim is a retaliatory claim if –

- (a) the contract-holder has enforced or relied on the landlord’s obligations under section 91 or 92, and  
(b) the court is satisfied that the landlord has made the possession claim to avoid complying with those obligations.

*Review and postponement*

### **214 Review of claim made on absolute ground**

- (1) This section applies if a landlord under a standard contract makes a possession claim in the county court on a ground in a section to which subsection (2) applies, and –

- (a) the landlord is a community landlord, or  
(b) the landlord’s decision to make a possession claim on that ground is subject to judicial review.

- (2) This subsection applies to the following sections –

- (a) section 169 (contract-holder’s notice: periodic standard contracts),  
(b) section 176 (landlord’s notice: periodic standard contracts),  
(c) section 179 (serious rent arrears: periodic standard contracts),  
(d) section 183 (landlord’s notice in connection with end of fixed term),  
(e) section 184 (serious rent arrears: fixed term standard contracts),  
(f) section 188 (contract-holder’s notice: fixed term standard contracts), and  
(g) section 195 (landlord’s notice: fixed term standard contracts).

- (3) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord’s decision to make the claim.

- (4) The contract-holder may make an application under this section regardless of whether he or she requested a review by the landlord under section 198 (introductory standard contracts and prohibited conduct standard contracts).

- (5) The contract-holder may not make an application under this section on the ground that the possession claim was a retaliatory claim (within the meaning of section 213).

- (6) The county court may confirm or quash the decision to make the claim.



- (7) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (8) If the county court quashes the decision it may –
- (a) set aside the possession notice or (as the case may be) the landlord's notice and dismiss the possession proceedings;
  - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (9) The contract-holder may not make an application under subsection (3) after an order for possession has been made in respect of the dwelling.

### **215 Powers to postpone giving up of possession**

- (1) This section applies if the court makes an order for possession of a dwelling under section 211 or 212.
- (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.
- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

## **CHAPTER 13**

### **ABANDONMENT**

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

### **216 Possession of abandoned dwellings**

- (1) If the landlord under a relevant occupation contract believes that the contract-holder has abandoned the dwelling, the landlord may recover possession of the dwelling in accordance with this section.
- (2) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home
- (3) The landlord must give the contract-holder notice –
- (a) stating that the landlord believes that the contract-holder has abandoned the dwelling,
  - (b) requiring the contract-holder to inform the landlord in writing before the end of the warning period if the contract-holder has not abandoned the dwelling, and
  - (c) informing the contract-holder of the landlord's intention to end the contract if at the end of the warning period the landlord is satisfied that the contract-holder has abandoned the dwelling.

- (4) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that the contract-holder has abandoned the dwelling.
- (5) At the end of the warning period the landlord may, if satisfied as described in subsection (4), end the contract by giving the contract-holder a notice.
- 5 (6) The contract ends when the notice under subsection (5) is given to the contract-holder.
- (7) If an occupation contract is ended under this section the landlord may recover possession of the dwelling without court proceedings.
- (8) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to the contract-holder.
- 10 (9) The landlord must give a copy of a notice under subsection (3) and a copy of a notice under subsection (5) to any lodger or sub-holder of the contract-holder.

### 217 Disposal of property

- (1) The Welsh Ministers may by regulations make provision in connection with safeguarding property (other than the landlord's property) that is in the dwelling when a contract ends under section 216, and delivering it to its owner.
- 15 (2) The regulations may, amongst other things –
- (a) provide that delivery of property is conditional on payment of expenses incurred by the landlord;
- (b) authorise the disposal of property after a prescribed period;
- 20 (c) allow the landlord to apply any proceeds from selling property in satisfaction of expenses incurred by the landlord and amounts due from the contract-holder under the contract.

### 218 Contract-holder's remedies

- (1) A contract-holder may, before the end of the period of six months starting with the day on which he or she is given notice under section 216(5), apply to the court on a ground in subsection (2) for a declaration or order under subsection (3).
- 25 (2) The grounds are –
- (a) that the landlord failed to give notice under section 216(3) or failed to make the inquiries required by section 216(4);
- 30 (b) that the contract-holder had not abandoned the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 216(3);
- (c) that when the landlord gave the notice to the contract-holder under section 216(5) the landlord did not have reasonable grounds for being satisfied that the contract-holder had abandoned the dwelling.
- 35 (3) If the court finds that one or more of the grounds is made out it may –
- (a) make a declaration that the notice under section 216(5) is of no effect and the occupation contract continues to have effect in relation to the dwelling,

(b) order the landlord to provide suitable alternative accommodation to the contract-holder, or

(c) make any other order it thinks fit.

(4) If the court does either of the things mentioned in paragraph (a) or (b) of subsection (3), it may make such further order as it thinks fit.

(5) The suitability of alternative accommodation is to be determined in accordance with Schedule 10.

## 219 Power to vary periods of time relating to abandonment

The Welsh Ministers may by regulations –

(a) amend section 216(8) by substituting a different period of time for the period for the time being referred to;

(b) amend section 218(1) by substituting a different period of time for the period for the time being referred to.

## 220 Rights of entry

(1) Subsection (2) applies if the landlord under a relevant occupation contract reasonably believes that the contract-holder has abandoned the dwelling.

(2) The landlord may enter the dwelling at any time in order to make it secure or to safeguard its contents and any fixtures or fittings, and may use reasonable force to do so.

(3) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home.

## CHAPTER 14

### JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

#### *Exclusion of joint contract-holders*

## 221 Non-occupation: exclusion by landlord

(1) If the landlord under an occupation contract believes that a joint contract-holder who is required to occupy the dwelling (“J”) –

(a) does not occupy the dwelling, and

(b) does not intend to occupy it,

the landlord may end J’s rights and obligations in accordance with this section.

(2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.

(3) The landlord must give J notice –

(a) stating that the landlord believes that J does not occupy, and does not intend to occupy, the dwelling,

(b) requiring J to inform the landlord in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and

(c) informing J of the landlord's intention to end J's rights and obligations under the contract if at the end of the warning period the landlord is satisfied that J does not occupy, and does not intend to occupy, the dwelling.

(4) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.

(5) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that J does not occupy the dwelling and does not intend to occupy it.

(6) At the end of the warning period the landlord may, if satisfied as described in subsection (5), end J's rights and obligations under the contract by giving him or her a notice.

(7) J ceases to be a party to the contract at the end of the period of eight weeks starting with the day on which he or she is given notice under subsection (6).

(8) The landlord must give a copy of a notice under subsection (3) and (if one was given to J) a copy of a notice under subsection (6) to each of the other joint contract-holders.

## **222 Remedies for exclusion under section 221**

(1) J may, before the end of the period of eight weeks starting with the day on which he or she is given notice under section 221(6), apply to the court on a ground in subsection (2) for a declaration under subsection (3).

(2) The grounds are –

(a) that the landlord failed to give notice under section 221(3) or failed to make the inquiries required by section 221(5);

(b) that J occupied, or intended to occupy, the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 221(3);

(c) that when the landlord gave the notice to J under section 221(6) the landlord did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.

(3) If the court finds that one or more of the grounds are made out it may –

(a) make a declaration that the notice under section 221(6) is of no effect and that J continues to be a party to the contract, and

(b) make such further order as it thinks fit.

## **223 Non-occupation: exclusion by joint contract-holder**

(1) If a joint contract-holder ("C") believes that another joint contract-holder ("J") who is required under an occupation contract to occupy the dwelling –

(a) does not occupy the dwelling, and

(b) does not intend to occupy it,

J's rights and obligations under the contract may be ended in accordance with this section.

(2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.

(3) C must give J notice –

(a) stating that C believes that J does not occupy, and does not intend to occupy, the dwelling,

(b) requiring J to inform C in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and

(c) informing J that if at the end of the warning period C is satisfied that J does not occupy, and does not intend to occupy, the dwelling, J's rights and obligations under the contract may be ended.

(4) C must give a copy of a notice under subsection (3) –

(a) to the landlord, and

(b) if there are joint contract-holders other than C and J, to each of those other joint contract-holders.

(5) During the warning period C must make such inquiries as are necessary to satisfy himself or herself that J does not occupy the dwelling and does not intend to occupy it.

(6) At the end of the warning period C may, if satisfied as described in subsection (5), apply to the court for an order ending J's rights and obligations under the occupation contract.

(7) If the court is satisfied that J does not occupy, and does not intend to occupy, the dwelling, it may make the order applied for under subsection (6).

(8) But it may not make the order if the fact that J does not occupy, and does not intend to occupy, the dwelling is attributable to C or another joint contract-holder failing to comply with section 55 (anti-social behaviour and other prohibited conduct).

(9) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.

(10) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.

#### **224 Remedies for exclusion under section 223**

(1) Subsection (2) applies if the court makes an order under section 223(7) ending J's rights and obligations under the occupation contract.

(2) J may, before the end of the period of six months starting with the day on which the order is made, apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).

(3) The grounds are –

(a) that C failed to give notice under section 223(3) or failed to make the inquiries required by section 223(5);

(b) that J occupied or intended to occupy the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 223(3);

(c) that when C applied to the court he or she did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.

(4) If the court finds that one or more of the grounds is made out it may –

(a) by order rescind its order under section 223, and declare that J continues to be a party to the occupation contract, and

(b) make such further order as it thinks fit.

## 10 **225 Power to vary periods of time relating to exclusion of joint contract-holder**

The Welsh Ministers may by regulations –

(a) amend section 221(4) by substituting a different period of time for the period for the time being referred to;

(b) amend section 222(1) by substituting a different period of time for the period for the time being referred to;

(c) amend section 223(10) by substituting a different period of time for the period for the time being referred to;

(d) amend section 224(2) by substituting a different period of time for the period for the time being referred to.

## 20 **226 Prohibited conduct: exclusion by landlord**

(1) If the landlord under an occupation contract believes that a joint contract-holder (“J”) is in breach of section 55 (anti-social behaviour and other prohibited conduct), J’s rights and obligations under the contract may be ended in accordance with this section.

(2) The landlord must give J a notice –

(a) stating that the landlord believes that J is in breach of section 55,

(b) specifying particulars of the breach, and

(c) stating that the landlord will apply to the court for an order ending J’s rights and obligations under the contract.

(3) The landlord must give a notice to the other joint contract-holders stating that the landlord –

(a) believes that J is in breach of section 55, and

(b) will apply to the court for an order ending J’s rights and obligations under the contract.

(4) The landlord may apply to the court for an order ending J’s rights and obligations under the contract at any time before the end of the period of six months starting with the day on which the landlord gives J the notice under subsection (2).

(5) The court may make such an order if it would have made an order for possession against J, had the circumstances been those mentioned in subsection (6).

- (6) The circumstances are that—
- (a) J was the sole contract-holder under the contract, and
  - (b) the landlord had made a possession claim against J on the ground that J was in breach of section 55.
- 5 (7) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.

### *Termination*

#### **227 Termination of occupation contract with joint contract-holders**

- 10 (1) If there are joint contract-holders under an occupation contract, the contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## **CHAPTER 15**

### **FORFEITURE AND NOTICES TO QUIT NOT AVAILABLE**

#### **228 Forfeiture and notices to quit**

- 15 (1) A landlord under an occupation contract may not rely on—
- (a) any provision in the contract for re-entry or forfeiture, or
  - (b) any enactment (other than this Act or an enactment made under it) or rule of law as to re-entry or forfeiture.
- 20 (2) A landlord under an occupation contract may not serve a notice to quit.
- (3) Accordingly any provision in an occupation contract for re-entry or forfeiture, or relating to a landlord's notice to quit or the circumstances in which such a notice may be served, is of no effect.

## **PART 10**

### **MISCELLANEOUS**

#### **CHAPTER 1**

### **FURTHER PROVISIONS RELATING TO OCCUPATION CONTRACTS**

#### *Young people*

#### **229 Effect of reaching 16**

- 30 (1) This section applies to a tenancy or licence which is not an occupation contract because paragraph 8(2) of Schedule 2 (all those with whom tenancy or licence is made are under 16) applies to it.

- (2) When the relevant person reaches the age of 16, the following questions are to be determined as if the tenancy or licence were made on the day the person reaches that age –
- (a) whether the tenancy or licence is an occupation contract,
  - (b) the identity of the contract-holders under the contract, and
  - (c) whether it is a secure contract or a standard contract.
- (3) The relevant person –
- (a) if the tenancy or licence is made with one person, is that person, and
  - (b) if the tenancy or licence is made with more than one person, is the first of them to reach the age of 16.

### **230 Contract-holders aged 16 and 17**

- (1) This section applies where a person aged 16 or 17 is a contract-holder under an occupation contract.
- (2) This Act applies to the contract-holder as if he or she were 18.
- (3) The contract-holder is not entitled to repudiate the contract merely because it was made when he or she was under 18.
- (4) A court may not in any proceedings treat the contract as unenforceable against the contract-holder merely because it was made when he or she was under 18.
- (5) Where the occupation contract is a tenancy, section 1(6) of the Law of Property Act 1925 (c. 20) does not prevent the legal estate which is the subject of the occupation contract from vesting in the contract-holder on the basis that the contract-holder is under 18 (and that subsection, and paragraph 2 of Schedule 1 to the Trusts of Land and Appointment of Trustees Act 1996 (c. 27), are to be read accordingly).

#### *Consultation obligations of community landlords*

### **231 Consultation arrangements**

- (1) A community landlord must make and maintain such arrangements as it considers appropriate –
- (a) for informing contract-holders under occupation contracts with the landlord of relevant proposals on housing management matters, and
  - (b) for giving the contract-holders a reasonable opportunity to comment on the proposals.
- (2) The duties in subsection (1) –
- (a) apply only where a relevant proposal on a housing management matter is likely to substantially affect all the contract-holders under occupation contracts with the landlord, or a relevant group of such contract-holders, and
  - (b) apply only in relation to the contract-holders who are likely to be substantially affected.



- (3) Before making any decision on a relevant proposal on a housing management matter, the landlord must consider any comments made by contract-holders in accordance with the arrangements.
- (4) “Relevant proposal on a housing management matter” means a proposal that, in the opinion of the landlord, is about –
- (a) a new programme of maintenance, improvement or demolition of dwellings subject to occupation contracts, or
  - (b) a change in the practice or policy of the landlord in relation to management, maintenance, improvement or demolition of such dwellings.
- (5) But a proposal is not a relevant proposal on a housing management matter so far as it relates to –
- (a) the rent payable or other consideration due to the landlord, or
  - (b) charges for services and facilities provided by the landlord.
- (6) “Relevant group” means a group that –
- (a) forms a distinct social group, or
  - (b) occupies dwellings which constitute a distinct class (whether by reference to the kind of dwelling, or the housing estate or other larger area in which they are situated).
- (7) This section is subject to paragraph 12(7) in Part 2 of Schedule 8 (approval of redevelopment schemes).

### **232 Statement of consultation arrangements**

- (1) A landlord required to make arrangements under section 231 must prepare and publish a statement of the arrangements.
- (2) If the landlord is a local housing authority, it must make a copy of the statement available at the landlord’s principal office for inspection at all reasonable times, without charge, by members of the public.
- (3) If the landlord is a registered social landlord or a private registered provider of social housing, it must send a copy of the statement to the Welsh Ministers and the local housing authority for the area in which the dwellings are situated.
- (4) A local housing authority to which a copy is sent under subsection (3) must make it available at its principal office for inspection at all reasonable times, without charge, by members of the public.
- (5) The landlord must give a copy of the statement –
- (a) to any contract-holder under an occupation contract with the landlord who asks for one, free of charge, and
  - (b) to any other person who asks for one, on payment of a reasonable fee.
- (6) The landlord must also –
- (a) prepare a summary of the statement, and
  - (b) provide a copy of the summary without charge to any person who asks for one.

*Notices, statements and other documents***233 Form of notices, statements and other documents**

- (1) This section applies to any notice or other document (including a copy of a document) required or authorised to be given or made by or because of this Act.
- 5 (2) The notice or document must be in writing.
- (3) The Welsh Ministers may prescribe the form of the notice or document and, unless the regulations provide otherwise, a notice or document not in the prescribed form is of no effect.
- (4) The notice or document may be in electronic form (subject to section 234(4)) provided it—
- 10 (a) has the certified electronic signature of each person by whom it is required to be signed or executed, and
- (b) complies with such other conditions as may be prescribed.
- (5) A notice or document within subsection (4) is to be treated as signed or executed by each person whose certified electronic signature it has.
- 15 (6) If a notice or document in electronic form is authenticated by a person as agent, it is to be regarded for the purposes of any enactment as authenticated by that person under the written authority of that person's principal.
- (7) References to an electronic signature and to the certification of such a signature are to be read in accordance with section 7(2) and (3) of the Electronic Communications Act 2000
- 20 (c. 7).

**234 Giving notices, statements and other documents**

- (1) This section applies where this Act requires or authorises a person to—
- (a) notify a person of something, or
- (b) give a document to a person (including a notice or a copy of a document).
- 25 (2) The notification or document may be given to a person—
- (a) by delivering it to the person,
- (b) by leaving it at, or posting it to, one of the places mentioned in subsection (3), or
- (c) if the conditions in subsection (4) are complied with, by sending it to the person in electronic form.
- 30 (3) The places are—
- (a) the person's last known residence or place of business,
- (b) any place specified by the person as a place where the person may be given notifications or documents, or

- (c) if the notification or document is given to a person in that person's capacity as a contract-holder, the dwelling subject to the occupation contract.
- (4) A notification or document may be given to a person by sending it in an electronic form if it complies with the conditions in, and any conditions under, section 233(4) and –
- 5 (a) the person has indicated a willingness to receive the notification or document electronically,
- (b) the text is received by the person in legible form, and
- (c) the text is capable of being used for subsequent reference.
- (5) The notification or document may be given to a body corporate by being given to the secretary or clerk of that body.
- 10 (6) A notification or document given to a person by leaving it at any of the places mentioned in subsection (3) is to be treated as having been given at the time at which it was left at that place.

## CHAPTER 2

### TRESPASSERS: IMPLIED TENANCIES AND LICENCES

#### 235 Implied tenancies and licences

- (1) This section applies if –
- (a) a dwelling which is not subject to an occupation contract is occupied as a home by a person ("T") who is a trespasser in relation to that dwelling, and
- 20 (b) T makes payments in respect of his or her occupation of the dwelling to a person ("P") who would be entitled to bring proceedings to evict T as a trespasser.
- (2) If P accepts such payments from T –
- (a) knowing that T is a trespasser in relation to the dwelling, or
- (b) at a time when P ought reasonably to know that T is a trespasser in relation to the dwelling,
- 25 P is to be treated as having made a periodic contract with T immediately after the end of the relevant period.
- (3) The relevant period is the period of two months starting with the day on which P first accepts a payment from T as mentioned in subsection (2).
- 30 (4) Subsection (2) does not apply if before the end of the relevant period P brings proceedings to evict T as a trespasser or otherwise shows an intention to treat T as a trespasser.
- (5) A contract under subsection (2) is either a tenancy or a licence.
- (6) The tenancy or licence is to be treated as entitling T to occupy the dwelling as a home from the day immediately after the last day of the relevant period.
- 35

- (7) The amount of rent and rental periods are to be determined having regard to the amount and frequency of the payment or payments made by T and any other relevant circumstances.
- (8) A tenancy or licence under which T is entitled to occupy the dwelling as a home may not be implied except as provided in this section; but nothing in this section prevents P and T expressly making such a tenancy or licence before the end of the relevant period.

### CHAPTER 3

#### TENANCIES AND LICENCES EXISTING BEFORE COMMENCEMENT OF THIS CHAPTER

##### **236 Abolition of assured, secure and other tenancies**

- (1) On and after the appointed day, no tenancy or licence (whenever made) can be –
- (a) a restricted contract;
  - (b) a protected shorthold tenancy;
  - (c) a secure tenancy;
  - (d) an assured tenancy (including an assured shorthold tenancy);
  - (e) an introductory tenancy;
  - (f) a demoted tenancy.
- (2) If, immediately before the appointed day, the landlord under a protected or statutory tenancy might have recovered possession of the dwelling-house subject to the tenancy under Case 19 of Schedule 15 to the Rent Act 1977 (c. 42) (former protected shorthold tenancies), the tenancy ceases to be a protected or statutory tenancy on the appointed day.
- (3) Nothing in this section ends a tenancy or licence within subsection (1) or (2).

##### **237 Conversion of tenancies and licences existing before commencement of Chapter**

- (1) For the purposes of determining the matters in subsection (2), a tenancy or licence which existed immediately before the appointed day is to be treated as if it were made on the appointed day.
- (2) The matters are –
- (a) whether the tenancy or licence is an occupation contract,
  - (b) the identity of the contract-holders under the contract, and
  - (c) whether the contract is a secure contract or a standard contract.
- (3) Subsections (4) to (7) apply to a tenancy or licence which becomes an occupation contract on the appointed day.
- (4) The fundamental provisions applicable to the contract are incorporated as terms of the contract.
- (5) The existing terms of the contract continue to have effect, except to the extent that they –

(a) are incompatible with a fundamental provision incorporated as a term of the contract, or

(b) are terms of the contract because of an enactment repealed or revoked under this Act.

5 (6) The supplementary provisions applicable to the contract are incorporated as terms of the contract, except to the extent that they are incompatible with the existing terms of the contract.

10 (7) This section is subject to Schedule 11 (which makes further provision about existing tenancies and licences, modifies the application of this Act, and includes a fundamental provision incorporated into certain standard contracts).

### 238 Pre-existing contracts

(1) This section applies where, on or after the appointed day, a tenancy or licence is made in pursuance of a contract made before the day on which the order specifying the appointed day is made by the Welsh Ministers.

15 (2) Section 237 and Schedule 11 apply to the tenancy or licence as if –

(a) the day on which it is made is the appointed day, and

(b) immediately before that day it was a tenancy or licence of the kind it would have been on that day but for this Act.

20 (3) Paragraphs 3(3), 5(1) and (3), 12, 13, 14 and 24(3) and (7) of Schedule 11 do not apply in relation to the tenancy or licence.

### 239 Interpretation of Chapter

In this Chapter –

“the appointed day” (*“y diwrnod penodedig”*) is the day appointed under section 254 as the day on which section 236 comes into force;

25 “assured shorthold tenancy” (*“tenantiaeth fyrddaliol sicr”*) has the same meaning as in the Housing Act 1988 (c. 50);

“assured tenancy” (*“tenantiaeth sicr”*) has the same meaning as in the Housing Act 1988 (and includes an assured shorthold tenancy);

30 “demoted tenancy” (*“tenantiaeth isradd”*) means a tenancy to which section 143A of the Housing Act 1996 (c. 52) applies;

“introductory tenancy” (*“tenantiaeth ragarweiniol”*) has the same meaning as in the Housing Act 1996;

35 “protected shorthold tenancy” (*“tenantiaeth fyrddaliol warchodedig”*), “protected tenancy” (*“tenantiaeth warchodedig”*), “restricted contract” (*“contract cyfyngedig”*) and “statutory tenancy” (*“tenantiaeth statudol”*) have the same meaning as in the Rent Act 1977 (c. 42);

“secure tenancy” (*“tenantiaeth ddiogel”*) has the same meaning as in the Housing Act 1985 (c. 68), but it does not include a housing association tenancy within the meaning of section 86 of the Rent Act 1977.

**PART 11****FINAL PROVISIONS***Interpretation of Act***240 Local authority and other authorities**

- 5 (1) This section applies for the purposes of interpreting this Act.
- (2) The following are local authorities –
- (a) a county council for an area in Wales,
  - (b) a county borough council, and
  - (c) a police and crime commissioner for a police area in Wales.
- 10 (3) “Local housing authority” (other than in paragraph 12 of Schedule 2) means a county council for an area in Wales or a county borough council.
- (4) “Housing action trust” means a housing action trust established under Part 3 of the Housing Act 1988 (c. 50) and includes any body established under section 88 of that Act.
- (5) “New town corporation” has the same meaning as in the Housing Act 1985 (c. 68) (see  
15 section 4 of that Act).
- (6) “Urban development corporation” means an urban development corporation established under Part 16 of the Local Government, Planning and Land Act 1980 (c. 65) and includes any body established under section 165B of that Act.

**241 Landlord, lodger and permitted occupier**

- 20 (1) This section applies for the purposes of interpreting this Act.
- (2) The landlord, in relation to an occupation contract, is the person that is (or purports to be) entitled to confer on an individual a right to occupy the dwelling as a home.
- (3) A person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 7 of Schedule 2 (accommodation shared  
25 with landlord).
- (4) But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.
- (5) A person is a permitted occupier of a dwelling subject to an occupation contract if –
- (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or  
30 (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

**242 Occupation date of an occupation contract**

In this Act, the occupation date of an occupation contract is the day on which the contract-holder is entitled to begin occupying the dwelling.

**243 Dwelling**

- (1) For the purposes of this Act “dwelling” means a dwelling which is wholly in Wales, and—
- (a) does not include any structure or vehicle which is capable of being moved from one place to another, but
  - (b) includes any land occupied together with the dwelling, unless the land is agricultural land exceeding 0.809 hectares.
- (2) “Agricultural land” means—
- (a) land used as arable, meadow or pasture ground only;
  - (b) land used for a plantation or a wood or for the growth of saleable underwood;
  - (c) land used for the purpose of poultry farming, market gardens, nursery grounds, orchards or allotments, including allotment gardens within the meaning of the Allotments Act 1922 (c. 51),
- but does not include land occupied together with a house as a park, gardens (other than as mentioned in paragraph (c)) or pleasure grounds, land used mainly or exclusively for purposes of sport or recreation or land used as a racecourse.
- (3) Dwelling, in relation to an occupation contract, means the dwelling subject to the contract.

**244 Meaning of “variation” of occupation contract**

In this Act “variation”, in relation to an occupation contract—

- (a) includes the addition or removal of a term of the contract;
- (b) does not include any change in the identity of the landlord or contract-holder under the contract.

**245 The court**

In this Act “the court” means the High Court or the county court.

**246 Lease, tenancy and related expressions**

- (1) In this Act “lease” and “tenancy” have the same meaning.
- (2) Both expressions include—
- (a) a sub-lease or a sub-tenancy, and
  - (b) a lease or tenancy (or a sub-lease or sub-tenancy) in equity.
- (3) The expressions “lessor” and “lessee” and “landlord” and “tenant”, and references to letting, to the grant or making of a lease or to covenants or terms, are to be read accordingly.
- (4) “Tenancy” and “licence” mean a tenancy or licence relating to a dwelling (see section 243).

**247 Members of a family**

- (1) A person is a member of another's family for the purposes of this Act if—
- (a) he or she is the spouse or civil partner of that person,
  - (b) he or she and that person live together as if they were spouses or civil partners, or
  - (c) he or she is that person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- (2) For the purposes of subsection (1)(c)—
- (a) a relationship by marriage or civil partnership is to be treated as a relationship by blood,
  - (b) a relationship between persons who have only one parent in common is to be treated as a relationship between persons who have both parents in common, and
  - (c) except for the purposes of paragraph (b), the stepchild of a person is to be treated as his or her child.

**248 Family property order**

- (1) For the purposes of this Act a family property order is an order under—
- (a) section 24 of the Matrimonial Causes Act 1973 (c. 18) (property adjustment orders in connection with matrimonial proceedings),
  - (b) section 17 or 22 of the Matrimonial and Family Proceedings Act 1984 (c. 42) (property adjustment orders etc. after overseas divorce),
  - (c) paragraph 1 of Schedule 1 to the Children Act 1989 (c. 41) (orders for financial relief against parents),
  - (d) Schedule 7 to the Family Law Act 1996 (c. 27) (transfer of tenancies on divorce or separation),
  - (e) Part 2 of Schedule 5 to the Civil Partnership Act 2004 (c. 33) (property adjustment orders in connection with civil partnership), or
  - (f) paragraph 9 or 13 of Schedule 7 to that Act (property adjustment orders etc. on overseas dissolution of civil partnership).
- (2) An order under Schedule 1 to the Matrimonial Homes Act 1983 (c. 19) (as it continues to have effect because of Schedule 9 to the Family Law Act 1996) is also a family property order.

**249 Minor definitions**

In this Act—

“common parts” (“*rhannau cyffredin*”), in relation to a dwelling subject to an occupation contract, means—

- (a) any part of a building comprising that dwelling, and
- (b) any other premises (including any other dwelling),

which the contract-holder is entitled under the terms of the contract to use in common with others;



“contract of employment” (“*contract cyflogaeth*”) means a contract of service or apprenticeship, whether express or implied and (if it is express) whether oral or in writing;

“Convention rights” (“*hawliau Confensiwn*”) has the same meaning as in the Human Rights Act 1998 (c. 42);

“enactment” (“*deddfiad*”) means an enactment (whenever enacted or made, unless the contrary intention appears) comprised in, or in an instrument made under –

- (a) an Act of Parliament, or
- (b) a Measure or an Act of the National Assembly for Wales (including this Act);

“fixed term contract” (“*contract cyfnod tenodol*”) means an occupation contract that is not a periodic contract;

“housing association” (“*cymdeithas dai*”) has the same meaning as in the Housing Associations Act 1985 (c. 69) (see section 1 of that Act);

“housing trust” (“*ymddiriedolaeth dai*”) has the same meaning as in that Act (see section 2 of that Act);

“prescribed” (“*rhagnodedig*”) means prescribed by regulations made by the Welsh Ministers;

“registered charity” (“*elusen gofrestredig*”) means a charity registered under the Charities Act 2011 (c. 25);

“rent” (“*rhent*”) includes a sum payable under a licence;

“rental period” (“*cyfnod rhentu*”) means a period in respect of which a payment of rent falls to be made.

**250 Index of terms**

The following table contains an index of terms used in this Act (other than in sections or paragraphs where the term used is defined or explained in that section or paragraph) –

**TABLE 2**

additional terms (of an occupation contract) (“ <i>telerau ychwanegol (contract meddiannaeth)</i> ”)	section 28
anti-social behaviour (“ <i>ymddygiad gwrthgymdeithasol</i> ”)	section 55
appointed day (“ <i>diwrnod penodedig</i> ”)	section 239
assured shorthold tenancy (“ <i>tenantiaeth fyrddaliol sicr</i> ”)	section 239
assured tenancy (“ <i>tenantiaeth sicr</i> ”)	section 239

	authorised deposit scheme (“ <i>cynllun blaendal awdurdodedig</i> ”)	section 47
	common parts (“ <i>rhannau cyffredin</i> ”)	section 249
	community landlord (“ <i>landlord cymunedol</i> ”)	section 9
5	contract-holder (“ <i>deiliad contract</i> ”)	section 7 (see also section 48)
	contract-holder’s break clause (“ <i>cymal terfynu deiliad contract</i> ”)	section 186
	contract of employment (“ <i>contract cyflogaeth</i> ”)	section 249
	Convention rights (“ <i>hawliau Confensiwn</i> ”)	section 249
10	co-operative housing association (“ <i>cymdeithas dai gydweithredol</i> ”)	section 9
	court (“ <i>llys</i> ”)	section 245
	demoted tenancy (“ <i>tenantiaeth isradd</i> ”)	section 239
	deposit (“ <i>blaendal</i> ”)	section 47
15	dwelling (“ <i>annedd</i> ”)	section 243
	enactment (“ <i>deddfiad</i> ”)	section 249
	estate management grounds (“ <i>seiliau rheoli ystad</i> ”)	section 159 and Schedule 8
20	family property order (“ <i>gorchymyn eiddo teuluol</i> ”)	section 248
	fixed term contract (“ <i>contract cyfnod penodol</i> ”)	section 249
	fully mutual housing association (“ <i>cymdeithas dai gwbl gydfuddiannol</i> ”)	section 9
	fundamental provision (“ <i>darpariaeth sylfaenol</i> ”)	section 18 (see also section 19)
25	fundamental term (“ <i>teler sylfaenol</i> ”)	section 19
	head landlord (“ <i>priflandlord</i> ”)	section 59

	housing action trust ( <i>"ymddiriedolaeth gweithredu tai"</i> )	section 240
	housing association ( <i>"cymdeithas dai"</i> )	section 249
	housing trust ( <i>"ymddiriedolaeth dai"</i> )	section 249
5	initial requirements (in relation to an authorised deposit scheme) ( <i>"gofynion cychwynnol (o ran cynllun blaendal awdurdodedig)"</i> )	section 47
	introduction date ( <i>"dyddiad cyflwyno"</i> )	paragraphs 1 and 2 of Schedule 4
10	introductory period ( <i>"cyfnod rhagarweiniol"</i> )	paragraph 1 of Schedule 4
	introductory standard contract ( <i>"contract safonol rhagarweiniol"</i> )	section 16
	introductory tenancy ( <i>"tenantiaeth ragarweiniol"</i> )	section 239
15	key matter (in relation to an occupation contract) ( <i>"mater allweddol (o ran contract meddiannaeth)"</i> )	sections 26 and 27
	landlord ( <i>"landlord"</i> )	section 241 (see also section 53)
20	landlord's break clause ( <i>"cymal terfynu'r landlord"</i> )	section 191
	lease ( <i>"les"</i> )	section 246
	local authority ( <i>"awdurdod lleol"</i> )	section 240
25	local housing authority (other than in paragraph 12 of Schedule 2) ( <i>"awdurdod tai lleol"</i> )	section 240
	lodger ( <i>"lletywr"</i> )	section 241
	member of a family ( <i>"aelod o deulu"</i> )	section 247
	new town corporation ( <i>"corfforaeth tref newydd"</i> )	section 240
30	occupation contract ( <i>"contract meddiannaeth"</i> )	section 7
	occupation date ( <i>"dyddiad meddiannu"</i> )	section 242
	permitted occupier ( <i>"meddiannydd a ganiateir"</i> )	section 241

	possession claim (“ <i>hawliad meddiant</i> ”)	section 148
	possession notice (“ <i>hysbysiad cymryd meddiant</i> ”)	section 149
	prescribed (“ <i>rhagnodedig</i> ”)	section 249
5	priority successor (in relation to an occupation contract) (“ <i>olynydd â blaenoriaeth (o ran contract meddiannaeth)</i> ”)	section 83
	priority successor (of a contract-holder) (“ <i>olynydd â blaenoriaeth (i ddeiliad y contract)</i> ”)	section 75
10	private landlord (“ <i>landlord preifat</i> ”)	section 10
	private registered provider of social housing (“ <i>darparwr tai cymdeithasol preifat cofrestredig</i> ”)	section 9
	probation period (“ <i>cyfnod prawf</i> ”)	paragraph 3 of Schedule 7
	prohibited conduct (“ <i>yddygiad gwaharddedig</i> ”)	section 55
15	prohibited conduct standard contract (“ <i>contract safonol yddygiad gwaharddedig</i> ”)	section 116
	protected shorthold tenancy (“ <i>tenantiaeth fyrddaliol warchodedig</i> ”)	section 239
	protected tenancy (“ <i>tenantiaeth warchodedig</i> ”)	section 239
20	registered charity (“ <i>elusen gofrestrdedig</i> ”)	section 249
	registered social landlord (“ <i>landlord cymdeithasol cofrestredig</i> ”)	section 9
	rent (“ <i>rhent</i> ”)	section 249
	rental period (“ <i>cyfnod rhentu</i> ”)	section 249
25	reserve successor (in relation to an occupation contract) (“ <i>olynydd wrth gefn (o ran contract meddiannaeth)</i> ”)	section 83
	reserve successor (of a contract-holder) (“ <i>olynydd wrth gefn (i ddeiliad y contract)</i> ”)	sections 76 and 77
30	restricted contract (“ <i>contract cyfyngedig</i> ”)	section 239
	secure contract (“ <i>contract diogel</i> ”)	section 8

	secure tenancy (“ <i>tenantiaeth ddiogel</i> ”)	section 239
	security (“ <i>sicrwydd</i> ”)	section 47
	service installation (“ <i>gosodiad gwasanaeth</i> ”)	section 92
	standard contract (“ <i>contract safonol</i> ”)	section 8
5	statutory tenancy (“ <i>tenantiaeth statudol</i> ”)	section 239
	sub-holder (“ <i>isddeiliad</i> ”)	section 59
	sub-occupation contract (“ <i>contract isfeddiannaeth</i> ”)	section 59
10	supplementary provision (other than in sections 252 and 253) (“ <i>darpariaeth atodol</i> ”)	section 23
	supplementary term (“ <i>teler atodol</i> ”)	section 23
	supported accommodation (“ <i>llety â chymorth</i> ”)	section 143
	supported standard contract (“ <i>contract safonol â chymorth</i> ”)	section 143
15	tenancy (“ <i>tenantiaeth</i> ”)	section 246
	urban development corporation (“ <i>corfforaeth datblygu trefol</i> ”)	section 240
	variation (“ <i>amrywiad</i> ”)	section 244

*Crown application*

20 **251 Crown application**

This Act applies to the Crown.

*Consequential and transitional provision etc.*

**252 Power to make consequential and transitional provision etc.**

- 25 (1) If the Welsh Ministers consider it necessary or expedient for the purpose of giving full effect to any provision of this Act, or in consequence of any such provision, they may by regulations make—
- (a) any supplemental, incidental, or consequential provision, and
  - (b) any transitory, transitional or saving provision.
- 30 (2) Regulations under subsection (1) may amend, repeal, revoke or modify any enactment (including a provision of this Act) enacted or made on or before the day on which this Act receives Royal Assent.

*Regulations***253 Regulations**

- (1) Any power to make regulations under this Act—
- (a) is exercisable by statutory instrument,
  - 5 (b) may be exercised so as to make different provision for different cases or descriptions of case or different purposes or areas,
  - (c) may be exercised so as to make different provision for different kinds or descriptions of occupation contract, unless the power applies only in relation to particular kinds or descriptions of occupation contract, and
  - 10 (d) includes power to make incidental, supplementary, consequential, transitory, transitional or saving provision.
- (2) Regulations under this Act may make consequential amendments to, and modifications, repeals and revocations of, an enactment other than a provision of this Act.
- 15 (3) Regulations to which this subsection applies may not be made unless a draft of the statutory instrument containing the regulations (whether alone or with regulations to which this subsection does not apply) has been laid before, and approved by a resolution of, the National Assembly for Wales.
- (4) Subsection (3) applies to regulations under—
- 20 (a) section 9 (power to amend that section),
  - (b) section 56 (power to amend section 55),
  - (c) section 68 (power to amend sections 66 and 67),
  - (d) section 219 (power to amend sections 216 and 218),
  - (e) section 225 (power to amend sections 221 to 224),
  - 25 (f) paragraph 17 of Schedule 2 (power to amend that Schedule),
  - (g) paragraph 17 of Schedule 3 (power to amend that Schedule),
  - (h) paragraph 3 of Schedule 4 (power to change time limit for giving notice of extension of introductory period), and
  - 30 (i) paragraph 4 of Schedule 7 (power to change time limit for giving notice of extension of probationary period).
- (5) Subsection (3) also applies to any other regulations under this Act which amend, modify or repeal any provision of an Act of Parliament or a Measure or Act of the National Assembly for Wales.
- 35 (6) A statutory instrument containing regulations made under a provision of this Act to which subsection (3) does not apply is subject to annulment in pursuance of a resolution of the National Assembly for Wales.

*Coming into force and short title***254 Coming into force**

- (1) This Part comes into force on the day after the day on which this Act receives Royal Assent.
- 5 (2) The remaining provisions of this Act come into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.
- (3) An order under this section may –
- 10 (a) include transitory, transitional or saving provision;
  - (b) make different provision for different cases or descriptions of case or different purposes or areas;
  - (c) make different provision for different kinds or descriptions of occupation contract;
  - (d) appoint different days for different purposes.

**255 Short title**

The short title of this Act is the Renting Homes (Wales) Act 2015.

SCHEDULE 1  
(introduced by section 4)

OVERVIEW OF FUNDAMENTAL PROVISIONS INCORPORATED AS TERMS OF  
OCCUPATION CONTRACTS

5

PART 1

SECURE CONTRACTS

TABLE 3

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES	
10	Section 31	Landlord ("L") must provide contract-holder ("C-H") with written statement of occupation contract	
	Sections 39 and 39	L must provide C-H with L's name and address and other information	
15	Section 41	Notices and documents must be in writing	
	Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
	Section 49	C-H may, with L's consent, add joint C-H	
20	Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
	Section 54	L must not interfere with C-H's right to occupy the dwelling	
25	Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
	Section 57	C-H may only deal with the occupation contract in limited ways	
	Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H's rent	
30	Sections 91 to 93 and 95 to 99	L's obligations to keep the dwelling in good state of repair etc.	



5	Sections 103 to 109	When and how contract may be varied	Sections 103(1)(b) and (2) and 108 must be incorporated without modification. Section 104 applies only to contracts under which rent is payable, and section 105 applies only to contracts under which consideration other than rent is payable.
10	Section 111	Withdrawal of joint C-H	
	Section 113	C-H may have lodgers	
15	Section 114	C-H may transfer contract to potential successors	
	Section 118	C-H's right to transfer to other secure C-Hs	Only applies where L is a community landlord.
20	Sections 147 to 149	General provision about termination of contract	Sections 147 and 148 must be incorporated without modification.
	Sections 151 to 154	Termination without possession claim	Section 154 (death of C-H) must be incorporated without modification.
25	Sections 156 to 158	Termination by L on ground of breach of contract	Section 157 (false statement inducing L to make contract) must be incorporated without modification.
30	Sections 159 and 160 and Part 1 of Schedule 8	Termination by L on an estate management ground	
	Sections 162 to 166	Termination by notice given by C-H	
	Section 202	Effect of order for possession	
35	Section 227	Termination of contract which has joint C-Hs	

PART 2  
PERIODIC STANDARD CONTRACTS  
**TABLE 4**

5	FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
	Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
10	Sections 39 and 40	L must provide C-H with L’s name and address and other information	
	Section 41	Notices and documents must be in writing	
	Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
15	Section 49	C-H may, with L’s consent, add joint C-H	
	Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
	Section 54	L must not interfere with C-H’s right to occupy the dwelling	
20	Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
	Section 57	C-H may only deal with the occupation contract in limited ways	
25	Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H’s rent	
	Sections 91 to 93 and 95 to 99	L’s obligations to keep dwelling in good state of repair etc.	

<p>5 10 15</p> <p>Sections 122 to 128</p>	<p>When and how contract may be varied</p>	<p>Sections 122(1)(a) and (2) and 127 must be incorporated without modification. Section 123 applies only to contracts under which rent is payable, and section 124 applies only to contracts under which consideration other than rent is payable. Sections 125(1)(b) and 126 are not incorporated into contracts that do not incorporate section 172 (L's notice).</p>
<p>Section 130</p>	<p>Withdrawal of joint C-H</p>	
<p>20</p> <p>Section 145</p>	<p>L's right to temporarily exclude C-H from supported accommodation</p>	<p>Applies only to supported standard contracts (see section 143).</p>
<p>25</p> <p>Sections 147 to 149</p>	<p>General provision about termination of contract</p>	<p>Sections 147 and 148 must be incorporated without modification.</p>
<p>30</p> <p>Section 150</p>	<p>Further provision about notices requiring contract-holder to give up possession</p>	<p>Applies only to introductory standard contracts and prohibited conduct standard contracts.</p>
<p>35</p> <p>Sections 151 to 154</p>	<p>Termination without possession claim</p>	<p>Section 154 (death of C-H) must be incorporated without modification.</p>
<p>40</p> <p>Sections 156 to 158</p>	<p>Termination by L on ground of breach of contract</p>	<p>Section 157 (false statement inducing L to make contract) must be incorporated without modification.</p>
<p>Sections 159 and 160 and Part 1 of Schedule 8</p>	<p>Termination by L on an estate management ground</p>	

	Sections 167 to 171	Termination by notice given by C-H	
5	Sections 172 to 178	Termination by notice given by L	If section 172 is not incorporated, sections 125(1)(b) and 126 are not incorporated. Section 175 (breach of deposit rules) must be incorporated without modifications.
10			
15	Sections 179 and 180	Termination by L on serious rent arrears ground	In section 180, subsection (2) is not applicable to introductory standard contracts and prohibited conduct standard contracts, and subsection (3) is applicable only to such contracts.
20	Section 181	Possession claims where contract has arisen at end of a fixed term standard contract	Only applies to a contract that has arisen at end of a fixed term standard contract (see section 182(2)).
	Section 202	Effect of order for possession	
25	Section 227	Termination of contract which has joint C-Hs	

PART 3

FIXED TERM STANDARD CONTRACTS

TABLE 5

	FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
30	Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
35	Sections 39 and 40	L must provide C-H with L’s name and address and other information	
	Section 41	Notices and documents must be in writing	

	Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
	Section 49	C-H may, with L's consent, add joint C-H	
5	Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
	Section 54	L must not interfere with C-H's right to occupy the dwelling	
10	Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
	Section 57	C-H may only deal with the occupation contract in limited ways	
	Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H's rent	
15	Sections 91 to 93 and 95 to 99	L's obligations to keep dwelling in good state of repair etc.	Not applicable to fixed term standard contracts made for a term of seven years or more.

5	Sections 134 to 136	When and how contract may be varied	Sections 134(1)(b) and (2) and 135 must be incorporated without modification. Section 135(2)(i) applies only if contract has a contract-holder's break clause (see section 186).
10	Section 145	L's right to temporarily exclude C-H from supported accommodation	Only applies to supported standard contracts (see section 143).
15	Sections 147 to 149	General provision about termination of contract	Sections 147 and 148 must be incorporated without modification.
20	Sections 151 to 154	Termination without possession claim	Section 154 (death of C-H) must be incorporated without modification (but not into fixed term standard contracts that contain the provision mentioned in section 139(1)).
25	Sections 156 to 158	Termination by L on ground of breach of contract	Section 157 (false statement inducing L to make contract) must be incorporated without modification.
30	Sections 159 and 160 and Part 1 of Schedule 8	Termination by L on an estate management ground	
	Section 183	Termination by notice given by L in connection with the end of the term of the contract	
35	Sections 184 and 185	Termination by L on serious rent arrears ground	

Sections 187 to 190	Termination by notice given by C-H under contract-holder's break clause	Only apply if contract has a contract-holder's break clause.
Sections 192 to 197	Termination by notice given by L under landlord's break clause	Only apply if contract has a landlord's break clause. If contract has a landlord's break clause, section 194 (breach of deposit rules) must be incorporated without modification.
Section 202	Effect of order for possession	
Section 227	Termination of contract which has joint C-Hs	

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SCHEDULE 2  
(introduced by section 7)

EXCEPTIONS TO SECTION 7

PART 1

5 TENANCIES AND LICENCES NOT WITHIN SECTION 7 THAT ARE OCCUPATION CONTRACTS IF  
NOTICE IS GIVEN

*The rule*

- 1 (1) A tenancy or licence which is not within section 7 may be an occupation contract if –
- 10 (a) it confers the right to occupy the dwelling as a home on an individual (“the  
beneficiary”) other than the person with whom it is made, and
- (b) the notice condition is met.
- (2) A tenancy or licence which is not within section 7 because no rent or other consideration  
is payable under it (and to which sub-paragraph (1) does not apply) may be an  
occupation contract if the notice condition is met.
- 15 (3) The notice condition is met if, before or at the time when the tenancy or licence is made,  
the landlord gives a notice to the person with whom it is made stating that it is to be an  
occupation contract.

*Contracts for another’s benefit: further provision*

- 2 (1) This paragraph applies where a notice under paragraph 1(3) is given in relation to a  
20 tenancy or licence within paragraph 1(1)(a).
- (2) The notice may specify provisions of this Act and regulations made under it which are to  
have effect in relation to the occupation contract as if references to the contract-holder  
were references to the beneficiary.
- (3) If it does so, the provisions specified in the notice have effect accordingly.
- 25 (4) Section 20(1)(b) and (2)(b) applies to fundamental provisions specified in the notice as if  
references to the contract-holder were references to the beneficiary.

PART 2

TENANCIES AND LICENCES WITHIN SECTION 7 THAT ARE NOT OCCUPATION CONTRACTS  
UNLESS NOTICE IS GIVEN

30 *The rule*

- 3 (1) A tenancy or licence within section 7, but to which sub-paragraph (2) applies, is not an  
occupation contract unless the notice condition is met.
- (2) This sub-paragraph applies to a tenancy or licence –
- (a) which confers the right to occupy a dwelling for the purposes of a holiday,



(b) which relates to the provision of accommodation in a care institution (see paragraph 4),

(c) which relates to the provision of accommodation in barracks (see paragraph 5),

(d) which is a temporary expedient (see paragraph 6), or

5 (e) to which the shared accommodation exception applies (see paragraph 7).

(3) The notice condition is met if, before or at the time when the tenancy or licence is made, the landlord gives a notice to the person with whom it is made stating that it is to be an occupation contract.

#### *Meaning of "care institution"*

10 4 "Care institution" means –

(a) a health service hospital within the meaning of the National Health Service (Wales) Act 2006 (c. 49) (see section 206(1) of that Act),

(b) an independent hospital, a care home or a residential family centre within the meaning of the Care Standards Act 2000 (c. 14) (see sections 2 to 4 of that Act), or

15 (c) a children's home in respect of which a person is registered under Part 2 of that Act.

#### *Meaning of "barracks"*

5 (1) "Barracks" means a building or structure, or part of a building or structure, which –

(a) is occupied for the purposes of any of the armed forces of the Crown, and

20 (b) is used for the provision of sleeping accommodation for one or more persons who are members of any of those forces.

(2) But "barracks" does not include a house or flat let or licensed as a separate dwelling.

#### *Meaning of "temporary expedient"*

6 (1) A tenancy or licence is a temporary expedient if it is made as a temporary expedient with  
25 a person who entered the dwelling to which it relates (or any other dwelling) as a trespasser.

(2) It is irrelevant whether or not, before the beginning of the tenancy or licence, another tenancy or licence to occupy the dwelling (or any other dwelling) had been made with the person.

30 (3) A tenancy or licence which arises under section 235 is not a temporary expedient.

#### *Meaning of "shared accommodation"*

7 (1) The shared accommodation exception applies if –

- (a) the terms of the tenancy or licence provide for the tenant or licensee to share any accommodation with the landlord, and
- (b) immediately before the tenancy or licence is made the landlord occupies as the landlord's only or principal home a dwelling which includes all or part of the shared accommodation.

- (2) But the exception applies only while the person who is from time to time the landlord in relation to the tenancy or licence continues to occupy such a dwelling as that person's only or principal home.
- (3) A tenant or licensee shares accommodation with the landlord if the tenant or licensee has the use of it in common with the landlord (whether or not in common with others)
- (4) "Accommodation" does not include an area used for storage, or a staircase, passage, corridor or other means of access.
- (5) If two or more persons are the landlord in relation to a tenancy or licence, references to the landlord are references to any one of them.

### PART 3

#### TENANCIES AND LICENCES THAT ARE NEVER OCCUPATION CONTRACTS

##### *The rule*

- (1) A tenancy or licence is not an occupation contract at any time when this paragraph applies to it.
- (2) This paragraph applies to a tenancy or licence if all the persons with whom it is made are excluded from being contract-holders by section 7(6) (individuals who have not reached the age of 16).
- (3) This paragraph also applies to—
- (a) a tenancy to which Part 2 of the Landlord and Tenant Act 1954 (c. 56) (business tenancies) applies;
  - (b) a protected occupancy or a statutory tenancy within the meaning of the Rent (Agriculture) Act 1976 (c. 80);
  - (c) a protected tenancy or a statutory tenancy within the meaning of the Rent Act 1977 (c. 42);
  - (d) a secure tenancy that is a housing association tenancy, within the meaning of section 86 of the Rent Act 1977;
  - (e) a tenancy of an agricultural holding within the meaning of the Agricultural Holdings Act 1986 (c. 5);
  - (f) a farm business tenancy within the meaning of the Agricultural Tenancies Act 1995 (c. 8);
  - (g) a long tenancy (see paragraph 9);
  - (h) a tenancy or licence which relates to direct access accommodation (see paragraph 10).

*Meaning of "long tenancy"*

9 (1) "Long tenancy" means –

5 (a) a tenancy for a fixed term of more than 21 years (whether or not it is or may become terminable before the end of that term by notice given by the tenant or by re-entry or forfeiture),

(b) a tenancy for a term fixed by law because of a covenant or obligation for perpetual renewal, other than a tenancy by sub-demise from one which is not a long tenancy, or

10 (c) a tenancy made in pursuance of Part 5 of the Housing Act 1985 (c. 68) (the right to buy), including a tenancy made in pursuance of that Part as it has effect because of section 17 of the Housing Act 1996 (c. 52) (the right to acquire).

(2) But a tenancy terminable by notice after a death is not a long tenancy unless it is a shared ownership tenancy.

(3) A shared ownership tenancy is a tenancy which –

15 (a) was made with a housing association which was a registered social landlord or a private registered provider of social housing,

(b) was made for a premium calculated by reference to a percentage of the value of the dwelling or of the cost of providing it, and

20 (c) when made complied with the requirements of the shared ownership regulations then in force.

(4) A tenancy made before any shared ownership regulations were in force is to be treated as within sub-paragraph (3)(c) if, when the tenancy was made, it complied with the requirements of the first such regulations to come into force after it was made.

(5) "Shared ownership regulations" means regulations under –

25 (a) section 140(4)(b) of the Housing Act 1980 (c. 51), or

(b) paragraph 5 of Schedule 4A to the Leasehold Reform Act 1967 (c. 88) made for the purposes of paragraph 4(2)(b) of that Schedule.

*Meaning of "direct access accommodation"*

10 (1) Direct access accommodation is accommodation which –

30 (a) is provided by a community landlord or a registered charity,

(b) (subject to availability) is provided on demand to any person who appears to satisfy criteria determined by the community landlord or charity, and

(c) is provided only for periods of 24 hours (or less) at a time.

(2) Accommodation may be direct access accommodation even if it is provided to the same  
35 person for several periods in succession.

## PART 4

## TENANCIES AND LICENCES TO WHICH SPECIAL RULES APPLY: HOMELESSNESS

- 11 A tenancy or licence within section 7, but made with an individual by a local housing  
authority because of the authority's functions under Part 2 of the Housing (Wales) Act  
5 2014 (anaw 7) (homelessness), is not an occupation contract unless the authority is  
satisfied that it owes a duty to the individual under section 75(1) of that Act (duty to  
secure availability of suitable accommodation).
- 12 (1) This paragraph applies where a local housing authority, in pursuance of any of its  
homelessness housing functions, makes arrangements with a relevant landlord for the  
10 provision of accommodation.
- (2) A tenancy or licence within section 7 but made with a relevant landlord in pursuance of  
the arrangements is not an occupation contract until immediately after the end of the  
notification period.
- 15 (3) Sub-paragraph (2) does not apply if, before the end of the notification period, the  
landlord gives the person with whom the tenancy or licence is made notice that it is an  
occupation contract.
- (4) The notification period is the period of 12 months starting with—
- (a) the day on which that person was notified of—
- 20 (i) the outcome of the authority's assessment under section 62 of the Housing  
(Wales) Act 2014 (anaw 7) or the authority's decision under section 80(5) of  
that Act, or (as the case may be)
- (ii) the authority's decision under section 184(3) or 198(5) of the Housing Act  
1996 (c. 52), or
- (b) if there is—
- 25 (i) a review of that decision under section 85 of the Housing (Wales) Act 2014  
or an appeal to the county court under section 88 of that Act, or (as the case  
may be)
- (ii) a review of that decision under section 202 of the Housing Act 1996 or an  
appeal to the court under section 204 of that Act,
- 30 the day on which that person is notified of the outcome of the assessment or the  
decision on review, or the day on which the appeal is finally determined.
- (5) In this paragraph—
- "homelessness housing functions" (*"swyddogaethau darparu tai i'r digartref"*)  
means—
- 35 (a) in relation to a local housing authority for an area in Wales, its functions  
under sections 68, 73, 75, 82 and 88(5) of the Housing (Wales) Act 2014, and
- (b) in relation to a local housing authority for an area in England, its functions  
under sections 188, 190, 200 and 204(4) of the Housing Act 1996;

“local housing authority” (*“awdurdod tai lleol”*) means –

- (a) in relation to Wales, a county council for an area in Wales or a county borough council, and
- (b) in relation to England, a district council, a London borough council, the Common Council of the City of London or the Council of the Isles of Scilly;

“relevant landlord” (*“landlord perthnasol”*) means –

- (a) a community landlord which is a registered social landlord or a private registered provider of social housing, or
- (b) a private landlord.

## PART 5

### TENANCIES AND LICENCES TO WHICH SPECIAL RULES APPLY: SUPPORTED ACCOMMODATION

- 13 (1) A tenancy or licence within section 7, but which relates to supported accommodation (see section 143), is not an occupation contract if the landlord intends that the accommodation provided under the tenancy or licence is not to be subject to an occupation contract.
- 15 (2) But if the tenancy or licence continues after the end of the relevant period, it becomes an occupation contract immediately after the end of that period.
- (3) The relevant period is (subject to paragraph 14) –
- (a) the period of six months starting with the start date of the tenancy or licence, or
  - (b) if the relevant period has been extended under paragraph 15, the period starting with the start date of the tenancy or licence and ending with the date specified in the notice of extension.
- 20 (4) The occupation date of a tenancy or licence which becomes an occupation contract under sub-paragraph (2) is the day immediately after the last day of the relevant period.
- 25 (5) For the purposes of this Part, the start date of a tenancy or licence is the day on which the tenant or licensee is first entitled under the tenancy or licence to occupy the dwelling subject to the tenancy or licence.

#### *Meaning of relevant period where there are previous contracts*

- 14 (1) This paragraph applies in relation to a tenancy or licence mentioned in paragraph 13(1) (“the current tenancy or licence”) if –
- (a) the tenant or licensee was previously entitled to occupy supported accommodation under one or more relevant previous contracts, and
  - (b) the current tenancy or licence is the immediate successor of a relevant previous contract.

- (2) A relevant previous contract is a tenancy or licence which relates to supported accommodation and to –
- (a) the dwelling to which the current tenancy or licence relates (“the current dwelling”);
  - 5 (b) if the current dwelling forms part only of a building, another dwelling which is in –
    - (i) that building, or
    - (ii) if that building is one of a number of buildings managed as a single entity, any of those buildings.
- 10 (3) If there is a sole tenant or licensee and one relevant previous contract, the relevant period is –
- (a) the period of six months starting with the start date of the relevant previous contract, or
  - 15 (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- (4) If there is a sole tenant or licensee and two or more relevant previous contracts running in immediate succession, the relevant period is –
- (a) the period of six months starting with the start date of the first of those contracts, or
  - 20 (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- (5) If there are joint tenants or licensees, the relevant period is –
- (a) the period of six months starting with the date determined by –
    - 25 (i) identifying, in relation to each joint tenant or licensee, the date on which the relevant period would start under sub-paragraph (3)(a) or (4)(a) if he or she were the sole tenant or licensee, and
    - (ii) taking the earliest of those dates, or
  - (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- 30 (6) A tenancy or licence (“contract 2”) is the immediate successor of another tenancy or licence (“contract 1”) if contract 1 ends immediately before the start date of contract 2.

*Extending the relevant period*

- 15 (1) The landlord may (on one or more occasions) extend the relevant period of a tenancy or licence mentioned in paragraph 13(1) by giving the tenant or licensee a notice of extension in accordance with this paragraph.
- 35 (2) The relevant period may not be extended by more than three months on any separate occasion.
- (3) The notice of extension must be given at least four weeks before the date on which the relevant period would end under whichever of the following applies –

- (a) paragraph 13(3)(a) or (b);
  - (b) paragraph 14(3)(a) or (b);
  - (c) paragraph 14(4)(a) or (b);
  - (d) paragraph 14(5)(a) or (b).
- 5 (4) Before giving a notice of extension, the landlord must consult the tenant or licensee.
- (5) A landlord (other than a local housing authority) may not give a notice of extension without the consent of the local housing authority in whose area the accommodation is provided.
- (6) The notice of extension must –
- 10 (a) state that the landlord has decided to extend the relevant period,
- (b) set out the reasons for extending the relevant period,
- (c) if the landlord is not a local housing authority, state that the local housing authority in whose area the accommodation is provided has consented to the extension, and
- 15 (d) specify the date on which the relevant period will come to an end.
- (7) The notice of extension must also inform the tenant or licensee that he or she has a right to apply for a review in the county court under paragraph 16, and of the time by which the application must be made.
- (8) In making the decision to extend the relevant period, the landlord may take into account –
- 20 (a) the conduct of the tenant or licensee (or, if there is more than one tenant or licensee, the conduct of any of them), and
- (b) the conduct of any person who appears to the landlord to live in the dwelling.
- (9) A landlord may take a person's conduct into account under sub-paragraph (8)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
- 25 (10) The Welsh Ministers may make provision by regulations for the purposes of sub-paragraph (5), including provision about the procedure to be followed in relation to obtaining the consent of a local housing authority.

30 *County court review of decision to extend*

- 16 (1) This section applies if a landlord gives a tenant or licensee a notice of extension under paragraph 15.
- (2) The tenant or licensee may apply to the county court for a review –
- 35 (a) where the landlord is a local housing authority, of the decision to give a notice of extension, or
- (b) where the landlord is not a local housing authority, of the local housing authority's decision to consent to the landlord giving the notice of extension.
- (3) The application must be made before the end of the period of 14 days starting with the day on which the landlord gives the tenant or licensee a notice of extension.

- (4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (3), but only if it is satisfied –
- (a) where permission is sought before the end of that period, that there is a good reason for the tenant or licensee to be unable to make the application in time, or
  - (b) where permission is sought after that time, that there is a good reason for the tenant or licensee's failure to make the application in time and for any delay in applying for permission.
- (5) The county court may –
- (a) confirm or quash the decision, or
  - (b) vary the length of the extension (subject to paragraph 15(2)).
- (6) In considering whether to confirm or quash the decision or vary the length of the extension, the county court must apply the principles applied by the High Court on an application for judicial review.
- (7) If the county court varies the length of the extension, the notice of extension has effect accordingly.
- (8) If the county court quashes the decision –
- (a) the notice of extension is of no effect, and
  - (b) the county court may make any order the High Court could make when making a quashing order on an application for judicial review.
- (9) If the county court quashes the decision and the landlord gives the tenant or licensee a further notice of extension under paragraph 15 before the end of the post-review period, the notice has effect as if given in accordance with paragraph 15(3) (other than for the purposes of sub-paragraph (3)).
- (10) The post-review period is the period of 14 days beginning with the day on which the county court varies the length of the extension or quashes the decision.

#### PART 6

##### POWER TO AMEND SCHEDULE

- 17 The Welsh Ministers may by regulations amend this Schedule.



SCHEDULE 3  
(introduced by sections 11 and 12)

OCCUPATION CONTRACTS MADE WITH OR ADOPTED BY COMMUNITY  
LANDLORDS WHICH MAY BE STANDARD CONTRACTS

5 *Occupation contracts by notice*

- 1 An occupation contract which would not be an occupation contract but for a notice under paragraph 1 or 3 of Schedule 2.

*Supported accommodation*

- 2 An occupation contract which relates to supported accommodation.

10 *Introductory occupation*

- 3 (1) An occupation contract within this paragraph which does not relate to supported accommodation.

- (2) An occupation contract is within this paragraph unless, immediately before the relevant date—

- 15 (a) a contract-holder under it was a contract-holder under a secure contract, and  
(b) the landlord under the secure contract was a community landlord.

- (3) The relevant date—

- (a) in relation to a contract made with a community landlord, is the occupation date,  
and  
20 (b) in relation to a contract under which a community landlord becomes the landlord,  
is the day on which it becomes the landlord

*Accommodation for asylum seekers*

- 4 An occupation contract made in order to provide accommodation under Part 6 of the Immigration and Asylum Act 1999 (c. 33) (support for asylum seekers).

25 *Accommodation for displaced persons*

- 5 An occupation contract made under the Displaced Persons (Temporary Protection) Regulations 2005 (S.I. 2005/1379).

*Accommodation for homeless persons*

- 6 An occupation contract made as described in paragraph 11 or 12 of Schedule 2  
30 (accommodation for homeless persons).

*Service occupancy: general*

- 7 (1) An occupation contract where the contract-holder—  
(a) is employed by a relevant employer, and

(b) is required by his or her contract of employment to occupy the dwelling.

(2) “Relevant employer” means –

(a) a local authority;

(b) a new town corporation;

(c) a housing action trust;

(d) an urban development corporation;

(e) a registered social landlord (other than a fully mutual housing association or a co-operative housing association);

(f) a private registered provider of social housing;

(g) a manager who exercises a local housing authority’s management functions under a management agreement;

(h) the governing body of any of the following schools (see the School Standards and Framework Act 1998 (c. 31)) –

(i) a voluntary aided school,

(ii) a foundation school, or

(iii) a foundation special school.

(3) “Management agreement” means an agreement under section 27 of the Housing Act 1985 (c. 68) and “manager” means a person with whom the agreement is made.

*Service occupancy: police*

8 An occupation contract where –

(a) the contract-holder is a member of a police force, and

(b) the dwelling is provided for the contract-holder free of rent under regulations made under section 50 of the Police Act 1996 (c. 16) (general regulations as to government, administration and conditions of service).

*Service occupancy: fire and rescue services*

9 An occupation contract where –

(a) the contract-holder is an employee of a fire and rescue authority,

(b) the contract-holder’s contract of employment requires him or her to live in close proximity to a particular fire station, and

(c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

*Student accommodation*

10 (1) An occupation contract where the right to occupy is conferred for the purpose of enabling the contract-holder to attend a designated course at an educational establishment.

- (2) “Designated course” means a course of any kind prescribed for the purposes of this paragraph.
- (3) “Educational establishment” means an institution or university which provides further education or higher education (or both); and “further education” and “higher education” have the same meaning as in the Education Act 1996 (c. 56) (see sections 2 and 579 of that Act).

*Temporary accommodation: land acquired for development*

11 (1) An occupation contract where—

- (a) the land the dwelling is on (including any land occupied together with the dwelling other than agricultural land exceeding 0.809 hectares) is, or is part of, land which has been acquired for development, and
- (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.

(2) “Development” has the meaning given by section 55 of the Town and Country Planning Act 1990 (c. 8).

*Temporary accommodation: persons taking up employment*

12 An occupation contract where—

- (a) immediately before the making of the contract the contract-holder was not living in the local housing authority area in which the dwelling is situated,
- (b) before the making of the contract the contract-holder obtained employment or an offer of employment in that area or in an adjoining local housing authority area, and
- (c) the right to occupy was conferred for the purpose of meeting the contract-holder’s need for temporary accommodation in the local housing authority area in which the dwelling is situated or in an adjoining local housing authority area in order to work there, and enabling him or her to find permanent accommodation there.

*Temporary accommodation: short-term arrangements*

13 An occupation contract where—

- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
- (b) the terms on which it has been let include provision for the lessor to obtain vacant possession from the landlord at the end of a specified period or when required by the lessor,
- (c) the lessor is not a community landlord, and
- (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.

*Temporary accommodation: accommodation during works*

14 (1) An occupation contract where –

- 5 (a) the dwelling (the “temporary dwelling”) has been made available for occupation by the contract-holder while works are carried out on the dwelling previously occupied by the contract-holder as a home,
- (b) the landlord of the temporary dwelling is not the same as the landlord of the dwelling previously occupied by the contract-holder (the “old dwelling”), and
- (c) the contract-holder was not a contract-holder under a secure contract of the old dwelling at the time when the contract-holder ceased to occupy it as a home.

10 (2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.

(3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under an occupation contract if that person was an earlier contract-holder under the same contract.

15 *Accommodation which is not social accommodation*

15 (1) An occupation contract where –

- (a) the allocation rules did not apply to the making of the contract, or
- (b) the dwelling is made available to the contract-holder because he or she is a key worker.

20 (2) The allocation rules are the landlord’s rules for determining priority as between applicants in the allocation of housing accommodation, and include any rule or practice whereby the landlord provides accommodation to persons nominated by a local housing authority.

25 (3) Whether a contract-holder is a “key worker” is to be determined in accordance with regulations made by the Welsh Ministers.

(4) The regulations may include provision identifying key workers by reference to the nature of their employment, the identity of their employer, and the amount of their earnings.

*Dwellings intended for transfer*

16 An occupation contract where –

- 30 (a) the community landlord is a registered social landlord or a private registered provider of social housing,
- (b) the landlord has acquired or built or otherwise developed the dwelling with the intention of transferring it to a fully mutual housing association or a co-operative housing association, and
- 35 (c) the occupation contract is made in anticipation of the transfer of the dwelling.

*Power to amend Schedule*

17 The Welsh Ministers may by regulations amend this Schedule.

SCHEDULE 4  
(introduced by section 16)

INTRODUCTORY STANDARD CONTRACTS

*Introductory period*

- 5 1 (1) The introductory period, in relation to an occupation contract which is a periodic standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3, is –
- (a) the period of 12 months starting with the introduction date of the contract, or
  - (b) if there is an extension under paragraph 3, the period of 18 months starting with the introduction date of the contract.
- 10 (2) Sub-paragraph (3) applies instead of sub-paragraph (1) if, at the end of what would be the introductory period under sub-paragraph (1) –
- (a) a possession claim made by the landlord in respect of the dwelling has not been concluded, or
  - (b) the landlord has given the contract-holder a possession notice or a notice under section 172 (landlord’s notice to end contract), and the period before the end of which the landlord may make a possession claim has not ended.
- 15 (3) Where this sub-paragraph applies, the introductory period is the period starting with the introduction date of the contract and ending –
- (a) when a relevant event occurs, or
  - (b) if no relevant event occurs, immediately after the contract ends.
- 20 (4) In a case within sub-paragraph (2)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (5) In a case within sub-paragraph (2)(b) each of the following is a relevant event –
- (a) withdrawal of the notice;
  - (b) the period ending without a possession claim having been made;
  - (c) conclusion in favour of the contract-holder of a possession claim made in reliance on the notice.
- 25 (6) If a private landlord becomes the landlord under the contract before the time at which the introductory period would end apart from this sub-paragraph, the introductory period ends.
- 30 (7) The introduction date of an occupation contract is (subject to paragraph 2) –
- (a) the occupation date of the contract, or
  - (b) if the contract became a periodic standard contract because the first exception in section 12 applied and because it was within paragraph 3 of Schedule 3 on a community landlord becoming the landlord under the contract, the day the community landlord became the landlord.
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*Meaning of introduction date where there are previous introductory standard contracts*

2 (1) This paragraph applies in relation to an occupation contract which is a periodic standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3 if –

5 (a) a contract-holder under the contract (“the current contract”) was previously a contract-holder under one or more introductory standard contracts (“previous contracts”), and

(b) the current contract is the immediate successor of a previous contract.

10 (2) If there is a sole contract-holder and one previous contract, the introduction date of the current contract is the introduction date of the previous contract.

(3) If there is a sole contract-holder and two or more previous contracts running in immediate succession, the introduction date of the current contract is the introduction date of the first of those contracts.

(4) If there are joint contract-holders, the introduction date of the contract is determined by –

15 (a) identifying, in relation to each joint contract-holder, what the introduction date would be under sub-paragraphs (2) and (3) if he or she were the sole contract-holder, and

(b) taking the earliest of those dates.

20 (5) Sub-paragraph (6) applies if the introductory period of a previous contract with the same introduction date as the current contract was extended under paragraph 3.

(6) Where this sub-paragraph applies, the introductory period of the current contract is the period of 18 months starting with the introduction date of the current contract.

(7) An occupation contract (“contract 2”) is the immediate successor of another contract (“contract 1”) if contract 1 ends immediately before the occupation date of contract 2.

25 *Extending the introductory period*

3 (1) The landlord may extend the introductory period to the period of 18 months starting with the introduction date of the contract by giving the contract-holder a notice of extension.

30 (2) The notice of extension must be given to the contract-holder at least eight weeks before the day on which the introductory period would end under paragraph 1(1)(a).

(3) The notice of extension must state that the landlord has decided to extend the introductory period, and set out the reasons for that decision.

35 (4) The notice of extension must also inform the contract-holder that he or she has a right to request a review under paragraph 4 of the landlord’s decision to extend the introductory period, and of the time by which the request must be made.

(5) In making the decision to extend the introductory period, the landlord may take into account –

(a) the conduct of the contract-holder (or, if there are joint contract-holders, the conduct of any of them), and

40 (b) the conduct of any person who appears to the landlord to live in the dwelling.

- (6) A landlord may take a person's conduct into account under sub-paragraph (5)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
- (7) The Welsh Ministers may by regulations amend sub-paragraph (2) for the purpose of changing when a notice of extension must be given to a contract-holder; the power under section 253(2) to make consequential amendments includes, in its application to regulations under this sub-paragraph, the power to make consequential amendments to this Schedule.

*Landlord's review of decision to extend introductory period*

- 4 (1) If a landlord gives a notice of extension under paragraph 3, the contract-holder may request that the landlord carries out a review of the decision to give the notice.
- (2) The request must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice of extension.
- (3) If the contract-holder requests a review in accordance with sub-paragraph (2), the landlord must carry out the review.
- (4) Following a review, the landlord may –
- (a) confirm the decision to give the notice, or
  - (b) reverse the decision.
- (5) The landlord must notify the contract-holder of the outcome of the review before the date on which the introductory period would end under paragraph 1(1)(a).
- (6) If the landlord confirms the decision, the notice must –
- (a) set out the reasons for the confirmation, and
  - (b) inform the contract-holder that he or she has a right to apply for a review in the county court under paragraph 5, and of the time by which the application must be made.
- (7) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this paragraph.
- (8) Regulations under sub-paragraph (7) may, amongst other things –
- (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and
  - (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

*County court review of decision to extend*

- 5 (1) This paragraph applies if a landlord, following a request for a review made in accordance with paragraph 4(2) –
- (a) gives notice under paragraph 4(5) informing the contract-holder that the landlord has decided to confirm a decision to give a notice of extension under paragraph 3, or

(b) fails to give notice in accordance with paragraph 4(5).

(2) The contract-holder may apply to the county court for a review of the decision to give the notice of extension.

(3) The application must be made—

(a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder notice under paragraph 4(5), or

(b) if no notice has been given in accordance with paragraph 4(5), before the end of the period of 14 days starting with the day after the date by which the landlord was required to give notice under that sub-paragraph.

(4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (3), but only if it is satisfied—

(a) where permission is sought before the end of that period, that there is a good reason for the contract-holder to be unable to make the application in time, or

(b) where permission is sought after that time, that there is a good reason for the contract-holder's failure to make the application in time and for any delay in applying for permission.

(5) The county court may confirm or quash the decision to give the notice of extension.

(6) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.

(7) If the county court quashes the decision—

(a) the notice of extension is of no effect, and

(b) the county court may make any order the High Court could make when making a quashing order on an application for judicial review.

(8) If the county court quashes the decision and the landlord gives the contract-holder a further notice of extension under paragraph 3 before the end of the post-review period—

(a) the notice has effect as if given in accordance with paragraph 3(2) (other than for the purposes of paragraph 4(2)), and

(b) paragraph 4(5) is to be read as if it requires the landlord to notify the contract-holder of the outcome of a review under that paragraph before the end of the period of 14 days starting with the day on which the contract-holder requested the review.

(9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

*Terms of secure contract which was an introductory standard contract*

(1) This paragraph applies where an introductory standard contract becomes a secure contract because the introductory period has ended.

(2) If the landlord and the contract-holder have agreed what the terms of the secure contract are to be in that event, the terms of the contract are the terms agreed.

(3) Sub-paragraph (2) is subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions.



- (4) If the landlord and the contract-holder have not agreed what the terms of the secure contract are to be in that event –
- (a) the fundamental and supplementary provisions applicable to secure contracts made with the landlord are incorporated as terms of the contract without modification,
  - (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
  - (c) otherwise, the terms of the secure contract are the same as the terms of the introductory standard contract.

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SCHEDULE 5  
(introduced by section 46)

DEPOSIT SCHEMES: FURTHER PROVISION

*Deposit schemes*

- 5 1 (1) The Welsh Ministers must make arrangements for securing that one or more deposit schemes are available.
- (2) “Deposit scheme” means a scheme for the purpose of –
- (a) safeguarding deposits paid in connection with occupation contracts, and
- (b) facilitating the resolution of disputes arising in connection with such deposits.
- 10 (3) “Arrangements” means arrangements with any person (“the scheme administrator”) under which the scheme administrator undertakes to establish and maintain a deposit scheme of a description specified in the arrangements.
- (4) The arrangements must require the scheme administrator to give the Welsh Ministers such information, and such facilities for obtaining information, as the Welsh Ministers
- 15 may require.
- (5) The Welsh Ministers may –
- (a) give financial assistance to the scheme administrator;
- (b) make other payments to the scheme administrator in pursuance of the arrangements;
- 20 (c) guarantee the discharge of any financial obligation incurred by the scheme administrator in connection with the arrangements.
- (6) The Welsh Ministers may make regulations conferring powers and imposing duties on scheme administrators.

*Authorised deposit schemes: proceedings where the occupation contract has not ended*

- 25 2 (1) Where a deposit has been paid in connection with an occupation contract that has not ended, the contract-holder (or any person who has paid the deposit on his or her behalf) may make an application to the county court on any of the following grounds.
- (2) The first ground is that the landlord has not complied with section 45(2)(a) (initial requirements of an authorised deposit scheme).
- 30 (3) The second ground is that the landlord has not complied with section 45(2)(b) (provision of required information).
- (4) The third ground is that the applicant –
- (a) has been notified by the landlord that a particular authorised deposit scheme applies to the deposit, but
- 35 (b) has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme.

- (5) The county court must act as follows if –
- (a) in the case of an application on the first or second ground, it is satisfied that the ground is made out, or
  - (b) in the case of an application on the third ground, it is not satisfied that the deposit is being held in accordance with an authorised deposit scheme.
- (6) The county court must either –
- (a) order the person who appears to be holding the deposit to repay the deposit to the applicant before the end of the relevant period, or
  - (b) order the person who appears to be holding the deposit to pay the deposit, before the end of the relevant period, to the scheme administrator of a custodial deposit scheme (if such a scheme is in force in accordance with arrangements under paragraph 1) to be held in accordance with the scheme.
- (7) The county court must also order the landlord to pay to the applicant, before the end of the relevant period, a sum of money not less than the amount of the deposit and not more than three times the amount of the deposit.
- (8) The relevant period is the period of 14 days beginning with the date of the order.
- (9) For the purposes of this paragraph, a custodial deposit scheme is a deposit scheme (within the meaning of paragraph 1(2)) under which deposits are paid to the scheme administrator by the landlord and held by the scheme administrator until, in accordance with the scheme, they fall to be paid to the landlord or contract-holder (or any person who paid the deposit on the contract-holder's behalf).

*Authorised deposit schemes: proceedings where the occupation contract has ended*

- (1) Where a deposit has been paid in connection with an occupation contract that has ended, the person who was the contract-holder under the contract (or any person who paid the deposit on his or her behalf) may make an application to the county court on any of the following grounds.
- (2) The first ground is that the landlord did not comply with section 45(2)(a) (initial requirements of an authorised deposit scheme).
- (3) The second ground is that the landlord did not comply with section 45(2)(b) (provision of required information).
- (4) The third ground is that the applicant –
- (a) was notified by the landlord that a particular authorised deposit scheme applied to the deposit, but
  - (b) has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme.
- (5) If the county court –
- (a) in the case of an application on the first or second ground, is satisfied that the ground is made out, or

(b) in the case of an application on the third ground, is not satisfied that the deposit is being held in accordance with an authorised deposit scheme,

it may order the person who appears to be holding the deposit to repay all or part of the deposit to the applicant before the end of the relevant period.

5 (6) If sub-paragraph (5)(a) or (b) applies, the county court (whether or not it makes an order under that sub-paragraph) must order the landlord to pay to the applicant, before the end of the relevant period, a sum of money not less than the amount of the deposit and not more than three times the amount of the deposit.

(7) The relevant period is the period of 14 days beginning with the date of the order.

10 *Existing deposit used in connection with a renewed or other kind of substitute occupation contract*

4 (1) This paragraph applies where –

(a) a contract-holder paid a deposit in connection with an occupation contract (“the original contract”),

(b) the landlord, in respect of the deposit –

15 (i) dealt with it in accordance with an authorised deposit scheme,

(ii) complied with the initial requirements of the scheme, and

(iii) provided the information required by section 45(2)(b),

(c) at the end of the original contract, a substitute occupation contract is made between the landlord and the contract-holder, and

20 (d) when the substitute occupation contract is made, the deposit that was paid in connection with the original contract continues to be held –

(i) in connection with the substitute occupation contract, and

(ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in paragraph (b)(ii) and (iii) were last complied with in respect of it.

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(2) The landlord is to be treated as having complied with the requirements in section 45 in relation to the deposit held in connection with the substitute occupation contract.

(3) For the purposes of this paragraph, a substitute occupation contract is made between the landlord and the contract-holder at the end of an occupation contract if –

30 (a) the landlord and the contract-holder have made a new occupation contract in relation to the same (or substantially the same) dwelling which has an occupation date falling immediately after the original contract ends, or

(b) the landlord and the contract-holder are treated under section 182(2) as having made a new periodic standard contract at the end of the term of a fixed term standard contract.

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SCHEDULE 6  
(introduced by sections 50, 58, 115 and 119)

REASONABLENESS OF WITHHOLDING CONSENT ETC.

PART 1

INTRODUCTORY

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- 1 (1) This Schedule applies for the purpose of determining whether –
- (a) it is reasonable for a landlord to refuse consent to a transaction, or
  - (b) a condition subject to which a landlord gives consent is reasonable.
- (2) Part 2 sets out circumstances which must be taken into account for that purpose, to the extent that they are relevant (and to the extent that there is no other requirement to take them into account for that purpose; for example, under the Human Rights Act 1998 (c. 42)).
- (3) Part 3 sets out circumstances (in addition to those in Part 2) which must be taken into account for that purpose in relation to specific kinds of transaction, to the extent that they are relevant (and to the extent that there is no other requirement to take them into account for that purpose).
- (4) Parts 2 and 3 also set out certain circumstances in which it is always reasonable for a landlord to refuse consent or impose conditions (subject to the Convention rights of the contract-holder and any other person affected by the landlord's decision).

PART 2

CIRCUMSTANCES WHICH MAY BE RELEVANT TO REASONABLENESS GENERALLY

*Status of occupation contract*

- 2 Whether any party to the contract has taken steps towards ending the contract or done any act which may cause the contract to end.

*The dwelling*

- 3 (1) The size and suitability of the dwelling affected by the transaction.
- (2) Whether, as a result of the transaction, the dwelling will –
- (a) constitute an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985 (c. 68) (see section 324 of that Act),
  - (b) provide substantially more extensive accommodation than is reasonably required by the persons who will occupy the dwelling as a home, or
  - (c) provide accommodation that is not suitable to the needs of the persons who will occupy the dwelling as a home.
- (3) Whether, if the transaction were to take place, an estate management ground would become available to the landlord (see Schedule 8).
- (4) If the landlord has established requirements as to –

(a) the number of persons who are to occupy the dwelling affected by the transaction as a home, or

(b) the age or general characteristics of those persons,

whether the persons who will occupy the dwelling as a home will meet those requirements.

(5) But the landlord's requirements are to be taken into account under sub-paragraph (4) only to the extent that they are reasonable.

#### *Circumstances of contract-holder and other occupiers*

(1) The probable effect of the transaction on—

(a) the parties to the transaction, and

(b) any other person who occupies, or as a result of the transaction will occupy, the dwelling affected by the transaction as a home.

(2) The financial interests of the contract-holder; but this sub-paragraph does not apply (subject to the contract-holder's Convention rights) if the occupation contract is a secure contract and the landlord is a community landlord.

(1) The conduct of the contract-holder (including, in particular, whether he or she is or has been in breach of the occupation contract).

(2) Whether, if the landlord asked the contract-holder for information to enable the landlord to deal with the request for consent, the contract-holder provided that information.

If the contract-holder is in breach of the occupation contract when he or she requests the landlord's consent to the transaction, it is reasonable for the landlord to impose a condition that—

(a) the landlord's consent is to take effect only after the contract-holder ceases to be in breach, or

(b) despite anything in this Act or the occupation contract the person, or all the persons, who will be contract-holders after the transaction are to be liable in respect of the breach.

#### *Circumstances of landlord*

(1) The landlord's interests, including the landlord's financial interests.

(2) If the landlord is a community landlord, the probable effect of the transaction on its ability to fulfil its housing functions.

(3) Whether (and if so, when) a person would obtain a dwelling (or a dwelling similar to the dwelling affected by the transaction) from the landlord if the transaction did not take place.

(4) If the landlord is required to publish a summary of rules under section 106 of the Housing Act 1985 (c. 68) (allocation of housing accommodation), those rules.

(5) If the landlord is a local housing authority, its allocation scheme (within the meaning of section 167 of the Housing Act 1996 (c. 52)) and any information available under section 167(4A) of that Act to a person applying for an allocation of housing accommodation.

(6) If neither sub-paragraph (4) nor sub-paragraph (5) applies but the landlord has criteria for the allocation of accommodation, those criteria.

8 (1) The landlord's refusal of consent to a transaction is reasonable if –

(a) the landlord is a local housing authority, and

5 (b) as a result of the transaction a person who is ineligible (or is to be treated as ineligible) for an allocation of housing accommodation by the landlord will become a contract-holder.

(2) Sub-paragraph (1) does not apply to a transfer to a potential successor under section 114 or to a secure contract-holder under section 118.

10 (3) Whether a person is ineligible, or is to be treated as ineligible, for an allocation of housing accommodation by the landlord is to be determined in accordance with section 160A of the Housing Act 1996 (c. 52) and regulations under that section.

### PART 3

#### CIRCUMSTANCES WHICH MAY BE RELEVANT TO REASONABLENESS IN RELATION TO 15 PARTICULAR TRANSACTIONS

##### *Section 49: proposed joint contract-holder*

9 (1) This paragraph applies where the contract-holder under the occupation contract seeks the landlord's consent to adding a joint contract-holder under section 49.

20 (2) Where this paragraph applies, the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant) –

(a) whether the proposed joint contract-holder is a suitable contract-holder;

(b) whether he or she is a member of the contract-holder's family (see section 247) and, if so, the nature of the relationship;

25 (c) whether the proposed joint contract-holder is likely to become a sole contract-holder in relation to the dwelling;

(d) whether he or she is likely, but for being made a joint contract-holder, to succeed to the contract under section 73.

(3) Circumstances relevant to sub-paragraph (2)(a) may include whether the proposed joint contract-holder –

30 (a) is likely to comply with the contract, and

(b) has complied with other occupation contracts (whether as contract-holder under those contracts or otherwise).

(4) Circumstances relevant to sub-paragraph (2)(c) may include –

35 (a) whether the landlord would have been able to refuse consent if the contract-holder requested the landlord's consent to a transfer of the contract to the proposed joint contract-holder, and

(b) any circumstances that would be relevant if the landlord were considering whether to make a new occupation contract in relation to the dwelling with that person.

5 (5) Circumstances relevant to sub-paragraph (2)(d) may include the probable effect of giving consent as regards –

(a) the persons who may in future be qualified to succeed to the occupation contract, and

(b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.

10 (1) This paragraph applies where the contract-holder under the occupation contract seeks the landlord's consent to adding a joint contract-holder under section 49.

(2) If the landlord considers that the probable effect of giving consent is to substantially lengthen the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in sub-paragraph (3).

15 (3) The condition is that the joint contract-holder is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

*Section 114: transfer to potential successor in relation to a secure contract*

11 (1) This paragraph applies if a contract-holder under a secure contract seeks the landlord's consent to a transfer of the contract to a potential successor in accordance with section 114.

(2) Where this paragraph applies the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant) –

(a) the probable effect of giving consent as regards the persons who may in future be qualified to succeed to the occupation contract, and

25 (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.

12 (1) This paragraph applies if a contract-holder under a secure contract seeks the landlord's consent to a transfer of the contract to a potential successor in accordance with section 114.

30 (2) If the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in sub-paragraph (3).

35 (3) The condition is that the potential successor is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

*Section 118: transfer to secure contract-holder in relation to a secure contract with a community landlord*

13 (1) This paragraph applies if a contract-holder under a secure contract ("the transferor") seeks to transfer the contract in accordance with section 118 to a person ("the transferee") who is a contract-holder under another secure contract.



- (2) Where this paragraph applies, the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant) –
- (a) whether the transfer is to be part of a series of transactions and, if it is, all the circumstances relating to the other transactions intended to be part of the series (see also paragraph 14(2)), and
  - (b) whether the transferee is a priority or reserve successor in relation to the secure contract under which he or she is a contract-holder before the transfer (see also paragraph 14(3)).
- 14 (1) This paragraph applies if a contract-holder under a secure contract (“the transferor”) seeks to transfer the contract in accordance with section 118 to a person (“the transferee”) who is a contract-holder under another secure contract.
- (2) If the transfer is to be part of a series of transactions it is reasonable to impose a condition that the transfer may take place only if the other transactions take place.
- (3) If the transferee is a priority or reserve successor in relation to the secure contract under which he or she is a contract-holder before the transfer, it is reasonable to impose a condition requiring that the transferee is to be treated for the purposes of this Act as a successor of that kind in relation to the secure contract transferred to him or her by the transferor.

SCHEDULE 7  
(introduced by sections 116 and 117)

PROHIBITED CONDUCT STANDARD CONTRACTS

*Procedure on application for an order under section 116*

- 5 1 (1) The court may not hear a landlord's application for an order under section 116 unless—
- (a) the landlord has given notice to the contract-holder of the landlord's intention to apply for such an order, or
  - (b) the court considers it reasonable to dispense with the requirement of notice.
- 10 (2) A notice under sub-paragraph (1) must give particulars of the conduct in respect of which the order is sought and state that proceedings may not be brought—
- (a) before the day specified in the notice, or
  - (b) after the end of the period of six months starting with the day on which the notice is given to the contract-holder.
- 15 (3) The day specified for the purposes of sub-paragraph (2)(a) may be the day on which the notice is given to the contract-holder.
- (4) The landlord may, in the same proceedings, apply to the court for an order under section 116 and make a possession claim.

*Terms of prohibited conduct standard contract*

- 20 2 (1) This section applies where a periodic standard contract is created by an order under section 116.
- (2) If the landlord and the contract-holder agree the terms of the periodic standard contract, the terms of the contract are the terms agreed.
  - (3) Sub-paragraph (2) is subject to the provisions of this Act about the incorporation of fundamental and supplementary provisions.

25 (4) If the landlord and the contract-holder do not agree the terms of the periodic standard contract—

    - (a) the fundamental and supplementary provisions applicable to periodic standard contracts made with the landlord are incorporated as terms of the contract without modification,
    - 30 (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
    - (c) otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract.

35 (5) Whether or not the landlord and contract holder agree the terms of the periodic standard contract, it is a term of the contract that—

    - (a) any arrears of rent payable at the end of the secure contract become payable under the periodic standard contract, and

(b) any rent paid in advance or overpaid at the end of the secure contract is credited to the contract-holder's liability to pay rent under the periodic standard contract.

- 5 (6) Section 150(3) (requirement to inform contract-holder of right to apply for landlord's review under section 198) provides that that section is a fundamental provision which is incorporated as a term of all prohibited conduct standard contracts.

#### *Probation period*

- 3 (1) The probation period, in relation to an occupation contract which is a periodic standard contract because of an order under section 116, is –

10 (a) the period of 12 months starting with the occupation date of the contract (see section 116(2)(b)), or

(b) if there is an extension under paragraph 4, the period of 18 months starting with the occupation date of the contract.

- 15 (2) If the landlord gives the contract-holder notice that the probation period will end before the time at which it would end under sub-paragraph (1), the period ends on the date specified in the notice.

- (3) If under paragraph 7 the court orders that the probation period will end before the time at which it would end under sub-paragraph (1), the period ends on the date specified in the order.

- 20 (4) If sub-paragraphs (2) and (3) both apply, the period ends on the earlier of the date specified in the notice and the date specified in the order.

- (5) Sub-paragraph (6) applies instead of sub-paragraphs (1) to (4) if, at what would be the end of probation period under those sub-paragraphs –

25 (a) a possession claim made by the landlord in respect of the dwelling has not been concluded, or

(b) the landlord has given the contract-holder a possession notice or a notice under section 172 (landlord's notice to end contract), and the period before the end of which the landlord may make a possession claim has not ended.

- (6) Where this sub-paragraph applies, the probation period is the period starting with the occupation date of the contract and ending –

30 (a) when a relevant event occurs, or

(b) if no relevant event occurs, immediately after the contract ends.

- (7) In a case within sub-paragraph (5)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.

- (8) In a case within sub-paragraph (5)(b) each of the following is a relevant event –

35 (a) withdrawal of the notice;

(b) the period ending without a possession claim having been made;

(c) conclusion in favour of the contract-holder of a possession claim made in reliance on the notice.

- (9) If a private landlord other than a registered charity becomes the landlord under the contract before the time at which the probation period would end apart from this sub-paragraph, the probation period ends.

#### *Extending probation period*

(1) The landlord may extend the probation period to the period of 18 months starting with the occupation date of the contract by giving the contract-holder a notice of extension.

(2) The notice of extension must be given to the contract-holder at least eight weeks before the date on which the probation period would end under paragraph 3(1)(a).

(3) The notice of extension must state that the landlord has decided to extend the probation period, and set out the reasons for the landlord's decision.

(4) The notice of extension must also inform the contract-holder that he or she has a right to request a review under paragraph 5 of the landlord's decision to extend the probation period, and of the time by which the request must be made.

(5) In making the decision to extend the probation period, the landlord may take into account –

(a) the conduct of the contract-holder (or, if there are joint contract-holders, the conduct of any of them), and

(b) the conduct of any person who appears to the landlord to live in the dwelling.

(6) A landlord may take into account a person's conduct under sub-paragraph (5)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.

(7) The Welsh Ministers may by regulations amend sub-paragraph (2) for the purpose of changing when a notice of extension must be given to a contract-holder; the power under section 253(2) to make consequential amendments includes, in its application to regulations under this sub-paragraph, the power to make consequential amendments to this Schedule.

#### *Landlord's review of decision to extend probation period*

(1) If a landlord gives a notice of extension under paragraph 4, the contract-holder may request that the landlord carries out a review of the decision to give the notice.

(2) The request must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice of extension.

(3) If the contract-holder requests a review in accordance with sub-paragraph (2), the landlord must carry out the review.

(4) Following a review, the landlord may –

(a) confirm the decision to give the notice, or

(b) reverse the decision.

- (5) The landlord must notify the contract-holder of the outcome of the review before the date on which the probation period would end under paragraph 3(1)(a).
- (6) If the landlord confirms the decision, the notice must –
- (a) set out the reasons for the confirmation, and
  - (b) inform the contract-holder that he or she has a right to apply for a review in the county court under paragraph 6, and of the time by which the application must be made.
- (7) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this paragraph.
- (8) Regulations under sub-paragraph (7) may, amongst other things –
- (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and
  - (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

15 *County court review of decision to extend probation period*

- 6 (1) This paragraph applies if a landlord, following a request for a review made in accordance with paragraph 5(2) –
- (a) gives notice under paragraph 5(5) informing the contract-holder that the landlord has decided to confirm a decision to give a notice of extension under paragraph 4, or
  - (b) fails to give a notice in accordance with paragraph 5(5).
- (2) The contract-holder may apply to the county court for a review of the decision to give the notice of extension.
- (3) The application must be made –
- (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder notice under paragraph 5(5), or
  - (b) if no notice has been given in accordance with paragraph 5(5), before the end of the period of 14 days starting with the day after the date by which the landlord was required to give notice under that sub-paragraph.
- (4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (3), but only if it is satisfied –
- (a) where permission is sought before the end of that period, that there is a good reason for the contract-holder to be unable to make the application in time, or
  - (b) where permission is sought after that time, that there is a good reason for the contract-holder's failure to make the application in time and for any delay in applying for permission.
- (5) The county court may confirm or quash the decision to give the notice of extension.
- (6) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (7) If the county court quashes the decision –

- (a) the notice of extension is of no effect, and
  - (b) the county court may make any order the High Court could make when making a quashing order on an application for judicial review.
- (8) If the county court quashes the decision and the landlord gives the contract-holder a further notice of extension under paragraph 4 before the end of the post-review period –
- (a) the notice has effect as if given in accordance with paragraph 4(2) (other than for the purposes of paragraph 5(2)), and
  - (b) paragraph 5(5) is to be read as if it requires the landlord to notify the contract-holder of the outcome of a review under that paragraph before the end of the period of 14 days starting with the day on which the contract-holder requested the review.
- (9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

*Application to court to end probation period*

- (1) The contract-holder under an occupation contract which is a periodic standard contract because of an order under section 116 may apply to the court for an order ending the probation period before the time at which it would end under paragraph 3(1).
- (2) The application may be made at any time after the end of the period of six months starting with the occupation date of the contract (see section 116(2)(b)).
- (3) The court may end the probation period only if it is satisfied that –
- (a) it is no longer necessary for the contract-holder to occupy under a periodic standard contract, or
  - (b) the landlord has not made an appropriate programme of social support available to the contract-holder and it is unlikely that such support will be made available.

*Terms of secure contract that was a prohibited conduct standard contract*

- (1) This paragraph applies where a prohibited conduct standard contract becomes a secure contract because the probation period has ended.
- (2) If the landlord and the contract-holder have agreed what the terms of the secure contract are to be in that event, the terms of the contract are the terms agreed.
- (3) Sub-paragraph (2) is subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions.
- (4) If the landlord and the contract-holder have not agreed what the terms of the secure contract are to be in that event –
- (a) the fundamental and supplementary provisions applicable to secure contracts made with the landlord are incorporated as terms of the contract without modification,
  - (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and

- (c) otherwise, the terms of the secure contract are the same as the terms of the prohibited conduct standard contract.

SCHEDULE 8  
(introduced by sections 159 and 161)

ESTATE MANAGEMENT GROUNDS

PART 1

THE GROUNDS

5

REDEVELOPMENT GROUNDS

*Ground A (building works)*

- 1           The landlord intends, within a reasonable time of obtaining possession of the dwelling—
- 10           (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
- (b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

*Ground B (redevelopment schemes)*

- 2   (1) This ground arises if the dwelling satisfies the first condition or the second condition.
- 15   (2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.
- 20   (3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

*Ground C (charities)*

- 25   3   (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.
- (2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.
- 30   (3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).



*Ground D (dwelling suitable for disabled people)*

4 The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and –

- 5 (a) there is no longer such a person living in the dwelling, and  
(b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

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

5 (1) The landlord is a housing association or housing trust which makes dwellings available  
10 only for occupation (whether alone or with others) by people who are difficult to house, and –

(a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and

15 (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

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

6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and –

(a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,

25 (b) there is no longer a person with those special needs living in the dwelling, and

(c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

## UNDER-OCCUPATION GROUNDS

*Ground G (reserve successors)*

30 7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

*Ground H (joint contract-holders)*

8 (1) This ground arises if the first condition and the second condition are met.

(2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—

- (a) section 111, 130 or 138 (withdrawal), or
- (b) section 221, 223 or 226 (exclusion).

5 (3) The second condition is that—

- (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
- (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

#### OTHER ESTATE MANAGEMENT REASONS

##### *Ground I (other estate management reasons)*

9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.

15 (2) An estate management reason may, in particular, relate to—

- (a) all or part of the dwelling, or
- (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

#### 20 FUNDAMENTAL PROVISION

##### *Fundamental provision applicable to all occupation contracts*

10 This Part of this Schedule is a fundamental provision which is incorporated as a term of all occupation contracts.

### PART 2

#### 25 APPROVAL OF REDEVELOPMENT SCHEMES FOR PURPOSES OF GROUND B

##### *Approval of scheme and of variation of scheme*

11 (1) The Welsh Ministers may, on the application of a landlord, approve for the purposes of estate management Ground B a scheme for the disposal and redevelopment of an area of land consisting of or including the whole or part of a dwelling subject to an occupation contract.

30 (2) For the purposes of this paragraph—

- (a) "disposal" means a disposal of any interest in the land (including the grant of an option), and
- (b) "redevelopment" means the demolition or reconstruction of buildings or the carrying out of other works to buildings or land,

35 and it is immaterial whether the disposal is to precede or follow the redevelopment.

- (3) The Welsh Ministers may on the application of the landlord approve a variation of a scheme previously approved by them and may, amongst other things, approve a variation adding land to the area subject to the scheme.

*Notice to contract-holders affected*

- 5 12 (1) If a landlord proposes to apply to the Welsh Ministers for the approval of a scheme or variation of an approved scheme, the landlord must give a notice to the contract-holder under any affected occupation contract.
- (2) An occupation contract is affected if the dwelling subject to it is affected by the proposal.
- (3) The notice must state –
- 10 (a) the main features of the proposed scheme, or of the proposed variations of the approved scheme,
- (b) that the landlord proposes to apply to the Welsh Ministers for approval of the scheme or variation, and
- (c) that, because of section 159 and estate management Ground B, the effect of such approval will be to enable the landlord to make a possession claim in respect of the dwelling.
- 15 (4) The notice must also inform the contract-holder that –
- (a) he or she may make representations to the landlord about the proposal, and
- (b) the representations must be made before the end of the period of 28 days starting with the day on which the notice is given to him or her (or such longer period as the landlord may specify in the notice).
- 20 (5) The landlord may not apply to the Welsh Ministers until the landlord has considered any representations made before the end of that period.
- (6) Sub-paragraph (7) applies in the case of a landlord under an occupation contract which would (but for this paragraph) be required under section 231 to consult the contract-holder as regards a redevelopment scheme (or a variation of a redevelopment scheme).
- 25 (7) Where this sub-paragraph applies, this paragraph is to apply in relation to the landlord's consultation with the contract-holder instead of section 231.

*Decision on approval or variation*

- 30 13 (1) In considering whether to give its approval to a scheme or variation the Welsh Ministers must, among other things, take into account –
- (a) the effect of the scheme on the extent and character of housing accommodation in the neighbourhood,
- (b) the period of time proposed in the scheme as the period within which the proposed disposal and redevelopment will take place, and
- 35 (c) the extent to which the scheme includes provision for housing provided under the scheme to be sold to, or occupied under occupation contracts by, relevant persons.

- (2) “Relevant persons” means existing contract-holders under an occupation contract with the landlord and, if the landlord is a community landlord, persons nominated by the landlord.
- (3) The Welsh Ministers must also take into account—
- 5           (a) any representations made to them, and
- (b) so far as they are brought to the Welsh Ministers’ attention, any representations made to the landlord.
- (4) The landlord must give to the Welsh Ministers such information as to the representations made to the landlord, and other relevant matters, as the Welsh Ministers may request.

10 *Scheme affecting part of dwelling etc.*

- 14           The Welsh Ministers may not approve a scheme or variation so as to include in the area subject to the scheme—
- (a) part only of any dwelling subject to an occupation contract, or
- 15           (b) any dwelling subject to an occupation contract that is not affected by the works involved in the redevelopment but is proposed to be disposed of along with other land which is so affected,
- unless they are satisfied that the inclusion is justified in the circumstances.

*Conditions in relation to approval*

- 15           (1) The approval may be given subject to conditions and may be expressed to end after a
- 20           specified period.
- (2) The Welsh Ministers, on the application of the landlord or otherwise, may vary an approval so as to—
- (a) add, remove or vary conditions to which the approval is subject, or
- (b) extend or restrict the period after which the approval is to end.

25 *Special provision for community landlords*

- 16           For the purposes of this Part of this Schedule a community landlord is to be treated as being a landlord in relation to a dwelling if it has an interest of any description in that dwelling.

SCHEDULE 9  
(introduced by sections 205, 206 and 207)

ORDERS FOR POSSESSION ON DISCRETIONARY GROUNDS ETC.:  
REASONABLENESS

5 *Introductory*

- 1 This Schedule applies for the purpose of determining whether it is reasonable –
- (a) to make an order for possession under section 205 (breach of contract) or 206 (estate management grounds), or
  - (b) to make a decision under section 207 to adjourn proceedings on a possession claim or postpone the giving up of possession.
- 10
- 2 The court, in determining whether it is reasonable to make such an order or decision, or to make any other decision available to it, must (amongst other things) have regard to the circumstances set out in paragraphs 4 to 13 to the extent that the court considers them relevant (and to the extent that it is not otherwise required to have regard to those matters; for example, under the Human Rights Act 1998 (c. 42)).
- 15
- 3 Paragraph 14 sets out a circumstance, concerning local authority assistance with homelessness, which the court should not have regard to (subject to any duty to have regard to that circumstance to which the court is subject).

*Circumstances as regards the contract-holder*

- 20 4 The probable effect of the order or decision on the contract-holder (and on any permitted occupiers of the dwelling).
- 5 If the case is one in which the court may decide to postpone the giving up of possession, the likelihood that the contract-holder will comply with any terms that may be imposed.

*Circumstances as regards the landlord*

- 25 6 The probable effect of not making the order, or of the decision, on the landlord's interests, including the landlord's financial interests.
- 7 If the landlord is a community landlord, the probable effect of not making the order, or of the decision, on the landlord's ability to fulfil its housing functions, including assisting other persons in need of accommodation.

30 *Circumstances as regards other persons*

- 8 (1) The probable effect of the order or decision on –
- (a) contract-holders and permitted occupiers of other dwellings of the landlord,
  - (b) persons who have asked the landlord to provide them with housing accommodation, and

(c) persons living, visiting or otherwise engaging in a lawful activity in the locality (and persons who wish to live, visit or engage in lawful activities in the locality).

(2) If a possession claim is made on the ground in section 156 (breach of contract), the probable effect of the circumstances set out in paragraph 9 on the persons mentioned in sub-paragraph (1).

*New occupation contract offered*

9 Whether the landlord has offered or undertakes to offer a new occupation contract (whether for the same dwelling or other dwellings) to one or more of the persons occupying or living in the dwelling.

10 *Circumstances in relation to a possession claim on ground of breach of contract*

10 If a possession claim is made on the ground in section 156 (breach of contract) –

- (a) the nature, frequency or duration of the breach or breaches,
- (b) the degree to which the contract-holder (or a permitted occupier of the dwelling) is responsible for the breach,
- 15 (c) how likely it is that the breach will recur, and
- (d) any action to end, or prevent a recurrence of, the breach that was taken by the landlord before making a possession claim.

*Circumstances in relation to a possession claim concerning section 55*

11 If the landlord makes a possession claim relying on a breach of section 55 (anti-social  
20 behaviour and other prohibited conduct), the general public interest in restraining the conduct prohibited by that section.

*Circumstances relating to estate management Ground G*

12 If the landlord makes a possession claim relying wholly or partly on estate management Ground G (accommodation not required by reserve successor) –

- 25 (a) the age of the contract-holder who succeeded to the contract under section 73,
- (b) the period during which the contract-holder has occupied the dwelling as his or her only or principal home, and
- (c) any financial or other support given by the contract-holder to the contract-holder who died (or, if the contract-holder who died was the successor of an earlier  
30 contract-holder, to that earlier contract-holder).

*Circumstances relating to estate management Ground H*

13 If the landlord makes a possession claim relying wholly or partly on estate management Ground H (departing joint contract-holder) –

- 35 (a) the age of the remaining contract-holder (or each of the remaining contract-holders), and

- (b) the period during which the remaining contract-holder (or each of the remaining contract-holders) has occupied the dwellings as his or her only or principal home.

*Assistance in relation to homelessness not relevant*

- 5 14 The likelihood that a person will be assisted under Part 2 of the Housing (Wales) Act 2014 (anaw 7) or Part 7 of the Housing Act 1996 (c. 52) (homelessness) is not a relevant circumstance (subject to any requirement to have regard to that circumstance to which the court is subject).

SCHEDULE 10  
(introduced by sections 206 and 218)

SUITABLE ALTERNATIVE ACCOMMODATION

*Introductory*

- 5 1 (1) This Schedule applies for the purposes of—
- (a) an order for possession under section 206 (estate management grounds), or
  - (b) an order under section 218(3)(b) (appeal following possession for abandonment).
- (2) In this Schedule the dwelling previously occupied by the contract-holder or of which possession is sought is referred to as “the existing dwelling”, and the occupation contract
- 10 to which that dwelling is or was subject is referred to as “the existing contract”.

*Estate management grounds: certificate of local housing authority*

- 2 (1) This paragraph applies if—
- (a) this Schedule applies because of section 206, and
  - (b) the landlord under the existing contract is not a local housing authority.
- 15 (2) A certificate of the local housing authority for the area in which the existing dwelling is situated, certifying that the authority will provide suitable alternative accommodation for the contract-holder by a date specified in the certificate, is conclusive evidence that suitable alternative accommodation will be available for him or her by that date.

*Suitable accommodation*

- 20 3 (1) This paragraph applies if—
- (a) this Schedule applies because of section 206 and either—
    - (i) no certificate of the kind mentioned in paragraph 2(2) is produced to the court, or
    - (ii) the landlord in relation to the existing dwelling is a local housing authority,
  - or
  - (b) this Schedule applies because of section 218.
- (2) Accommodation is suitable if—
- (a) it is to be occupied by the contract-holder under an occupation contract that gives him or her security of occupation reasonably equivalent to that given by the existing contract, and
  - 30 (b) in the opinion of the court it is reasonably suitable to the needs of the contract-holder and his or her family (which must be determined in accordance with paragraph 4).
- (3) If the existing contract relates to a separate dwelling, accommodation is not suitable
- 35 unless it is a separate dwelling.



*Needs of contract-holder and his or her family*

- 4 (1) The court must determine whether accommodation is reasonably suitable in relation to the needs of the contract-holder and his or her family in accordance with this paragraph.
- (2) The court must consider (among other things) –
- 5 (a) the needs of the contract-holder and his or her family as regards extent of accommodation,
- (b) if the landlord is a private landlord, the needs of the contract-holder and his or her family as regards character of accommodation,
- (c) the means of the contract-holder and his or her family,
- 10 (d) if the contract-holder or a member of his or her family works or is being educated, the distance of the accommodation from the place (or places) of work or education,
- (e) if proximity to the home of any member of the contract-holder's family is essential to the well-being of the contract-holder or that member of his or her family, the proximity of the accommodation to that home,
- 15 (f) the terms of the existing contract and the terms of the occupation contract under which the accommodation is to be occupied, and
- (g) if furniture was provided by the landlord under the existing contract, whether furniture is to be provided for use by the contract-holder and his or her family and, if so, the nature of that furniture.
- 20 (3) If the landlord is a community landlord, the court must also consider the nature of the accommodation which it is the practice of the landlord to allocate to persons with similar needs.
- (4) If the landlord is a private landlord the court may consider, as an alternative to the matters in sub-paragraph (2)(a) to (c), whether the accommodation is similar as regards rent and extent to the accommodation provided in the neighbourhood by community landlords for comparable persons.
- 25 (5) "Comparable persons" are those whose needs, as regards extent, are in the opinion of the court similar to those of the contract-holder and the contract-holder's family.
- 30 (6) For the purposes of sub-paragraph (4) a certificate of a local housing authority stating –
- (a) the extent of the accommodation provided by the authority to meet the needs of persons with families of such number as may be specified in the certificate, and
- (b) the amount of rent charged by the authority for accommodation of that extent, is to be conclusive evidence of the facts so stated.
- 35 (7) In considering the matters in sub-paragraph (2)(f) the court may not take into account any terms of the occupation contract that relate to lodgers and sub-holders.

*Overcrowding*

5 Accommodation is not suitable to the needs of the contract-holder and his or her family  
if, as a result of their occupation of the accommodation, the accommodation would  
constitute an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985  
5 (c. 68) (see section 324 of that Act).

*Evidence of certificate of local housing authority*

6 A document that purports to be a certificate of the local housing authority named in the  
certificate, issued for the purposes of this Schedule, and signed by the proper person on  
behalf of the authority –  
10 (a) is to be received in evidence, and  
(b) unless the contrary is shown, is to be treated as such a certificate without further  
proof.

SCHEDULE 11  
(introduced by section 237)

CONVERSION OF TENANCIES AND LICENCES EXISTING BEFORE  
COMMENCEMENT OF CHAPTER 3 OF PART 10

5 *Definitions*

1 (1) In this Schedule –

“converted contract” (*“contract wedi ei drosi”*) means a tenancy or licence which existed immediately before the appointed day and became an occupation contract on that day;

10 “converted secure contract” (*“contract diogel wedi ei drosi”*) means a converted contract which became a secure contract on the appointed day;

“converted standard contract” (*“contract safonol wedi ei drosi”*) means a converted contract which became a standard contract on the appointed day;

15 “information provision period” (*“cyfnod darparu gwybodaeth”*) has the meaning given in paragraph 12(1);

“the initial notice period” (*“cyfnod hysbysu cychwynnol”*) is the period of two months starting with the appointed day.

(2) See section 239 for definitions of other terms used in this Schedule.

*Deemed tenancies and licences*

20 2 (1) This paragraph applies where immediately before the appointed day –

(a) a dwelling is occupied as a home by a person who is a trespasser, but previously occupied the dwelling as a tenant or licensee, and

(b) there is in relation to the tenancy or licence under which he or she occupied the dwelling an order for possession of the dwelling which has not been executed.

25 (2) This Act applies as if the tenancy or licence existed immediately before the appointed day; but the order for recovery of possession remains in force.

*Determination of whether existing tenancy or licence is occupation contract*

3 (1) Schedule 2 applies to –

30 (a) a tenancy or licence which immediately before the appointed day was a secure tenancy, an assured tenancy, an introductory tenancy or a demoted tenancy, and

(b) a tenancy which existed immediately before the appointed day but is not within paragraph (a),

as if paragraphs 3(2)(b) and 4 (care institutions) were omitted.

- (2) Schedule 2 applies to a tenancy which immediately before the appointed day was a secure tenancy, an assured tenancy, an introductory tenancy or a demoted tenancy as if paragraphs 3(2)(d) and 6 (temporary expedients) were omitted.
- (3) The landlord may, in relation to a tenancy or licence which existed immediately before the appointed day, give notice under paragraph 1 or 3 of Schedule 2 at any time before the end of the initial notice period.
- (4) If the landlord does so, the tenancy or licence is to be treated as having become an occupation contract on the appointed day.

*Determination of whether converted contract is secure contract or standard contract*

- 4 (1) Sections 11 to 17 (community landlords and private landlords) apply to a converted contract –
- (a) under which the landlord is a private landlord, and
  - (b) which immediately before the appointed day was a secure tenancy under which the landlord was a private landlord,
- as if the landlord were a community landlord.
- (2) But in section 14 (review of notice of standard contract) subsection (1) applies as if after “section 13” there were inserted “and the landlord’s decision to give the notice is subject to judicial review”.
- (1) The landlord under a converted contract may give notice under section 11(2)(b) (notice of standard contract) at any time before the end of the initial notice period.
- (2) If the landlord does so, the contact is to be treated as having become a standard contract on the appointed day.
- (3) The landlord under a converted contract may give notice under section 17(1) (notice of secure contract) at any time before the end of the initial notice period.
- (4) If the landlord does so, the contact is to be treated as having become a secure contract on the appointed day.
- A converted contract which immediately before the appointed day was an introductory tenancy has effect as an introductory standard contract (see paragraph 24).
- A converted contract has effect as a prohibited conduct standard contract (see paragraph 25) if immediately before the appointed day –
- (a) section 20B of the Housing Act 1988 (c. 50) (demoted assured shorthold tenancies) applied to it, or
  - (b) section 143A of the Housing Act 1996 (c. 52) (demoted tenancies) applied to it.
- (1) A converted contract to which sub-paragraph (2) applies is an additional exception to section 11(1) (contracts made with community landlord are secure contracts).
- (2) This sub-paragraph applies to a converted contract which immediately before the appointed day was a tenancy or licence for a fixed term, provided that –

- (a) a premium was paid for the contract, and
- (b) before the end of the period of one month starting with the appointed day, the contract-holder decides that the contract should become a fixed term standard contract.
- 5 (3) Before the appointed day, a community landlord which is the landlord under a tenancy or licence for a fixed term, and for which a premium was paid, must –
- (a) inform the contract-holder of his or her right under sub-paragraph (2)(b) to decide that the contract should become a fixed term standard contract, and of the time by which that decision must be made, and
- 10 (b) explain how section 11 will apply to the contract if the contract-holder does not make such a decision.
- 9 (1) This paragraph applies where a community landlord becomes the landlord under a fixed term standard contract before the end of the period of one month starting with the appointed day.
- 15 (2) Section 12 (contracts adopted by community landlord) applies as if in subsection (8)(b), for “before the community landlord becomes the landlord” there were substituted “before the end of the period of one month starting with the appointed day (within the meaning of section 239)”.
- (3) The landlord must give the contract-holder the notice required by section 15(1) on the appointed day.
- 20 (1) The following are additional exceptions to sections 11(1) and 12(3) (contracts made or adopted by community landlord are secure contracts).
- (2) A converted contract which before the appointed day –
- (a) had been a secure tenancy, but
- 25 (b) had ceased to be such a tenancy because of section 89, 91 or 93 of the Housing Act 1985 (c. 68) (succession, assignment and sub-letting).
- (3) A converted contract which before the appointed day –
- (a) had been an introductory tenancy, but
- (b) had ceased to be such a tenancy because of section 133 of the Housing Act 1996 (c. 30 52) (succession).
- (4) A converted contract which before the appointed day –
- (a) had been a demoted tenancy, but
- (b) had ceased to be such a tenancy because of section 143I of the Housing Act 1996 (succession).
- 35 11 A converted secure contract which immediately before the appointed day was a secure tenancy becomes a standard contract if –
- (a) the tenant died before the appointed day, and
- (b) after that day an event occurs which, but for this Act, would under section 89 of the Housing Act 1985 (c. 68) (succession) have caused the contract to cease to be a
- 40 secure tenancy.

*Written statement of converted contract and provision of information*

- 12 (1) The landlord must give the contract-holder under a converted contract a written statement of the contract before the end of the period of six months starting with the appointed day (“the information provision period”).
- 5 (2) Any references in this Act to the landlord’s obligation under section 31(1) are to be read, in relation to converted contracts, as references to the landlord’s obligation under sub-paragraph (1).
- (3) Section 35 (failure to provide statement: compensation) applies in relation to that obligation as if the reference in subsection (6)(a) to the occupation date were to the first day of the period of 14 days ending with the last day of the information provision period.
- 10 Sections 36 and 37 (applications to court) apply in relation to a written statement provided because of paragraph 12(1) as if –
- 13 (a) in section 36(3) and 37(2), for “the period of 14 days starting with the relevant date” there were substituted “the information provision period (within the meaning of Schedule 11)”, and
- 15 (b) sections 36(11) and 37(8) were omitted.
- 14 (1) Section 39(1) (information about parties) applies in relation to a converted contract as if for “the period of 14 days starting with the occupation date of the contract” there were substituted “the information provision period (within the meaning of Schedule 11)”.
- 20 (2) Section 40(2) (compensation) applies in relation to section 39(1), as modified by sub-paragraph (1), as if the relevant date were the first day of the period of 14 days ending with the last day of the information provision period (and accordingly section 40 is to be read as if subsection (5) were omitted).

*Variation*

- 25 15 (1) A converted contract may not be varied before the landlord has given the contract-holder a written statement of the contract.
- (2) Sub-paragraph (1) does not apply to a variation under section 104 or 123 (variation of rent).
- 16 (1) Sections 104 and 123 (variation of rent) apply to a converted contract as if any variations in the rent payable under the contract before the appointed day were variations under whichever of those sections applies.
- 30 (2) The Welsh Ministers must by regulations make provision –
- 35 (a) enabling the contract-holder under a relevant converted contract, following receipt of a notice under section 104 or 123, to apply to a prescribed person or persons for a determination of the rent for the dwelling, and
- (b) for the rent determined by the prescribed person or persons, in accordance with such assumptions as may be prescribed, to be the rent for the dwelling under the contract (unless the landlord and contract-holder otherwise agree).

- (3) A converted contract is a relevant converted contract if immediately before the appointed day it was a tenancy to which section 13 of the Housing Act 1988 (c. 50) (increases of rent under assured periodic tenancies) applied.

#### *Waste and tenant-like user*

- 5 17 Section 101 does not apply to a converted contract; accordingly –
- (a) a contract-holder under a converted contract is subject to the same liability for waste in respect of the dwelling as he or she was subject to immediately before the appointed day, and
  - 10 (b) the rule of law under which a tenant has an implied duty to use demised premises in a tenant-like manner applies to a contract-holder under a converted contract as it applied to him or her immediately before the appointed day.

#### *Dealing*

- 18 (1) This paragraph is a fundamental provision which is incorporated as a term of all  
15 converted standard contracts which immediately before the appointed day were secure tenancies.
- (2) The contract-holder may allow persons to live in the dwelling as lodgers.
- 19 (1) This paragraph applies in relation to a converted contract –
- (a) which is a secure contract or periodic standard contract, and
  - 20 (b) under which there are joint contract-holders who were tenants in common in equity immediately before the appointed day.
- (2) The provisions of fixed term standard contracts mentioned in subsection (1) of each of sections 140, 141 and 142 (transfers) are terms of the contract, and subsections (2) and (3) of each of those sections apply accordingly.
- 20 (1) This paragraph applies in relation to a converted contract which is a fixed term standard  
25 contract.
- (2) The provisions of fixed term standard contracts mentioned in subsection (1) of each of sections 139, 140, 141 and 142 (transfers) are terms of the contract, and subsections (2) and (3) of each of those sections apply accordingly.
  - 30 (3) Sub-paragraph (2) does not apply to the extent that any of those provisions is incompatible with an existing term of the contract.

#### *Succession*

- 21 (1) The contract-holder under a converted contract is to be treated as a priority successor in  
relation to the contract if –
- 35 (a) immediately before the appointed day the converted contract was of a description in column 1 of Table 6,
  - (b) before the appointed day it had vested in the contract-holder under the provision in column 2 of that Table, and

- (c) the contract-holder qualified to succeed because of the provisions in column 3 of that Table.

**TABLE 6**

TYPE OF TENANCY	VESTING PROVISION	QUALIFYING PROVISIONS
Secure tenancy	Section 89 of the Housing Act 1985 (c. 68)	Sections 87 and 113(1)(a) of that Act
Introductory tenancy	Section 133 of the Housing Act 1996 (c. 52)	Sections 131 and 140(1)(a) of that Act
Demoted tenancy	Section 143H of the Housing Act 1996	Section 143P(1)(a) or (b) of that Act

- (2) The contract-holder under a converted contract is also to be treated as a priority successor in relation to the contract if –

- (a) immediately before the appointed day the contract was an assured tenancy,
- (b) before the appointed day it had vested in the contract-holder under section 17 of the Housing Act 1988 (c. 50) (succession to assured tenancy), and
- (c) on the appointed day the landlord under the contract was a community landlord.

- (1) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –

- (a) immediately before the appointed day the converted contract was of a description in column 1 of Table 7,
- (b) before the appointed day it had vested in the contract-holder under the provision in column 2 of that Table, and
- (c) the contract-holder qualified to succeed because of the provisions in column 3 of that Table.

**TABLE 7**

TYPE OF TENANCY	VESTING PROVISION	QUALIFYING PROVISIONS
Secure tenancy	Section 89 of the Housing Act 1985 (c. 68)	Sections 87(b) and 113(1)(b) of that Act
Introductory tenancy	Section 133 of the Housing Act 1996 (c. 52)	Sections 131(b) and 140(1)(b) of that Act
Demoted tenancy	Section 143H of the Housing Act 1996	Section 143P(1)(c) of that Act

- (2) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –

- (a) immediately before the appointed day the contract was an assured tenancy, and



(b) before the appointed day the contract-holder had become entitled to the assured tenancy under paragraph 3 of Schedule 1 to the Rent Act 1977 (c. 42) (succession).

(3) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –

5 (a) immediately before the appointed day the contract was an assured tenancy,

(b) before the appointed day it had vested in the contract-holder under section 17 of the Housing Act 1988 (c. 50) (succession to assured tenancy), and

(c) on the appointed day the landlord under the contract was a private landlord.

#### *Requirement to occupy dwelling as main home under certain converted contracts*

10 23 (1) Sub-paragraph (2) has effect in relation to a converted contract to which this paragraph applies as if it were a supplementary provision prescribed by the Welsh Ministers under section 23.

(2) The contract-holder (or if more than one, at least one of them) must occupy the dwelling subject to the contract as his or her only or principal home.

15 (3) This paragraph applies to a converted contract which immediately before the appointed day was –

(a) a protected or statutory tenancy,

(b) a secure tenancy,

(c) an assured tenancy,

20 (d) an introductory tenancy, or

(e) a demoted tenancy.

#### *Introductory standard contracts*

24 (1) This paragraph applies to a converted contract which has effect as an introductory standard contract because of paragraph 6.

25 (2) The introductory period of the contract ends if –

(a) the tenant died before the appointed day, and

(b) after that day an event occurs which, but for this Act, would under section 133 of the Housing Act 1996 (c. 52) (succession) have caused the contract to cease to be an introductory tenancy,

30 and section 16(1)(b) of this Act (conversion to secure contract) does not apply where the introductory period ends because of this sub-paragraph.

(3) This Act applies as if the reference in paragraph 1(7) of Schedule 4 to the introduction date of the contract were to the day which was the beginning of the trial period under section 125(2)(a) or (b) of the Housing Act 1996.

35 (4) Paragraph 2 of Schedule 4 (introductory period where there are previous contracts) applies as if references to introductory standard contracts were to –

(a) assured shorthold tenancies under which the landlord was a registered social landlord or a private registered provider of social housing, or

(b) introductory tenancies.

5 (5) For the purposes of Paragraph 2 of Schedule 4 the introduction date of an assured shorthold tenancy under which the landlord was a registered social landlord or a private registered provider of social housing is –

(a) the day on which the tenant was entitled to begin occupying the dwelling, or

10 (b) if the tenancy was not made with a registered social landlord or a private registered provider of social housing, the day a registered social landlord or a private registered provider of social housing became the landlord.

(6) For the purposes of paragraph 2 of Schedule 4 the introduction date of an introductory tenancy is the day which was the beginning of the trial period under section 125(2)(a) or (b) of the Housing Act 1996.

15 (7) Paragraph 2(5) and (6) of Schedule 4 does not apply, but any notice of extension given in relation to the converted contract under section 125A of the Housing Act 1996 has effect as if given under paragraph 3 of that Schedule.

#### *Prohibited conduct standard contract*

25 (1) This Act applies to a converted contract which has effect as a prohibited conduct standard contract because of paragraph 7 as if –

20 (a) the demotion order were an order under section 116 (order imposing periodic standard contract),

(b) references to the occupation date of the contract were to the day on which the demotion order took effect, and

(c) paragraphs 4 to 7 of Schedule 7 (changing the probation period) were omitted.

25 (2) The “demotion order” is –

(a) the order under section 82A of the Housing Act 1985 (c. 68) or section 6A of the Housing Act 1988 (c. 50) because of which section 20B of the Housing Act 1988 applied, or

30 (b) the order under section 82A of the Housing Act 1985 because of which section 143A of the Housing Act 1996 (c. 52) applied.

#### *Termination of contract by landlord*

26 Sections 172 to 178 (termination by landlord’s notice) are not applicable to a periodic standard contract which immediately before the appointed day was an assured tenancy but not an assured shorthold tenancy.

35 27 (1) Section 191 (landlord’s break clause) does not apply to the following fixed term standard contracts (and accordingly sections 192 to 197 are not incorporated as terms of such contracts).

(2) A fixed term standard contract which immediately before the appointed day was a secure tenancy for a fixed term.

- (3) A fixed term standard contract which—
- (a) immediately before the appointed day was an assured tenancy for a fixed term, and
  - (b) is not an excluded contract.

5 (4) A contract is an excluded contract if, immediately before the appointed day, the landlord could have made a claim for possession relying on Ground 3 or 4 of Schedule 2 to the Housing Act 1988 (c. 50).

28 Estate management Ground C (special accommodation: charities) applies to a converted contract as if the occupation contract was made on the appointed day.

10 29 (1) This paragraph applies in relation to a converted standard contract which immediately before the appointed day—

- (a) was an assured shorthold tenancy, but
- (b) was not an assured shorthold tenancy to which section 20B of the Housing Act 1988 (c. 50) applied (demoted assured shorthold tenancies).

15 (2) An order for possession under section 211(4) must not require the contract-holder to give up possession of the dwelling on a date before the end of the protected period.

(3) The protected period is the period of six months starting—

- (a) where the assured shorthold tenancy was not a replacement tenancy, with the beginning of that tenancy;
- (b) where the assured shorthold tenancy was a replacement tenancy, with the beginning of the original tenancy.

(4) For the purposes of sub-paragraph (3), an assured shorthold tenancy was a replacement tenancy if immediately before the appointed day it was a replacement tenancy for the purposes of section 21 of the Housing Act 1988.

25 (5) Section 21(6) of the Housing Act 1988 applies in relation to the reference in sub-paragraph (3)(b) to the original tenancy as it applies in relation to the reference in section 21(5)(b) of that Act.

*Termination of contract that was assured tenancy by landlord: additional absolute grounds for possession*

30 (1) This paragraph applies in relation to a converted contract which immediately before the appointed day was an assured tenancy.

(2) The landlord may claim possession of the dwelling subject to the contract relying on Ground 1, 2 or 5 of Schedule 2 to the Housing Act 1988 (c. 50).

35 (3) But the landlord may not do so before the end of the period of two months starting with the day on which the landlord gives the contract-holder a possession notice (in accordance with section 149) specifying that Ground.

(4) Subject to section 200 (possession claims: powers of court) (which applies as if subsection (1)(a) included a reference to sub-paragraph (3)), if the court is satisfied that the Ground is made out it must make an order for possession (subject to any available defence based on the contract-holder's Convention rights).

- 31 (1) This paragraph also applies in relation to a converted contract which immediately before the appointed day was an assured tenancy.
- (2) The landlord may claim possession of the dwelling subject to the contract relying on Ground 7 of Schedule 2 to the Housing Act 1988 (c. 50) if—
- 5 (a) the tenant under the assured tenancy died before the appointed day, and
- (b) before the appointed day the assured tenancy devolved, or after the appointed day the converted contract devolves, under the tenant’s will or intestacy.
- (3) But the landlord may not do so before the end of the period of two months starting with the day on which the landlord gives the contract-holder a possession notice specifying
- 10 that Ground.
- (4) Subject to section 200 (possession claims: powers of court) (which applies as if subsection (1)(a) included a reference to sub-paragraph (3)), if the court is satisfied that the Ground is made out it must make an order for possession (subject to any available defence based on the contract-holder’s Convention rights).

15 *Implied tenancies and licences*

- 32 (1) This paragraph applies if, immediately before the appointed day, a dwelling is occupied as a home by a person who is a trespasser in relation to that dwelling (and paragraph 2 does not apply).
- (2) Section 235 (implied tenancies and licences)—
- 20 (a) applies to payments made by the person before the appointed day as to payments made by him or her after the appointed day, and
- (b) applies as if the end of the relevant period were the end of the period mentioned in section 235(3) or, if later, the appointed day.

*The occupation date*

- 25 33 The occupation date, in relation to a converted contract, is the day on which the contract-holder became entitled to occupy the dwelling under the tenancy or licence which became an occupation contract on the appointed day.

*Substitute occupation contracts*

- 34 (1) If after a converted contract ends there are one or more substitute contracts, for the
- 30 purposes of this Schedule (except paragraph 30), the substitute contract is (or the substitute contracts are) to be treated as if they were the same tenancy or licence as the converted contract.
- (2) The following are substitute contracts.
- (3) An occupation contract made between—
- 35 (a) a contract-holder who immediately before the occupation date of the contract was a contract-holder under a converted contract or a substitute contract, and

(b) a landlord that immediately before that date was the landlord under the converted contract or substitute contract.

5 (4) But where a converted or substitute contract is a fixed term standard contract, an occupation contract which arises under section 182(2), or is within section 182(6) (further contracts at end of fixed term), is not a substitute contract.

(5) If a converted contract or a substitute contract is ended under section 216 (abandonment), and under section 218(3)(b) the court orders the landlord to provide suitable alternative accommodation, an occupation contract made in accordance with the order.

10 (6) If under section 206 (estate management grounds) the court makes an order for possession of a dwelling subject to a converted contract or a substitute contract, an occupation contract made to provide the contract-holder with suitable alternative accommodation.