



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 2

OCCUPATION CONTRACTS AND LANDLORDS

CHAPTER 2

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

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.

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.
- (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
 - (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 184(2) or is within section 184(6) (contracts at end of fixed term).
- (5) The fourth exception applies if the contract is a tenancy or licence arising under section 238 (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

- (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.

- (3) If a community landlord becomes the landlord under an existing standard contract for any other reason, the existing contract—
 - (a) ends when the community landlord becomes the landlord, and
 - (b) is replaced with a secure contract that has an occupation date falling immediately after the existing contract ends,unless one of the following exceptions applies.
- (4) The first exception applies if—
 - (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.
- (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 184(2) or is within section 184(6) (contracts at end of fixed term).
- (7) The fourth exception applies if the contract is a tenancy or licence arising under section 238 (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) if it subsists immediately before the end of that period—
 - (i) ends at the end of that period, and
 - (ii) is replaced with a secure contract that has an occupation date falling immediately after that period ends.

- (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.