



Renting Homes (Wales) Act 2016

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PART 9

TERMINATION ETC. OF OCCUPATION CONTRACTS

CHAPTER 5

TERMINATION OF PERIODIC STANDARD CONTRACTS

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

168 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.

169 Minimum notice period

- (1) The date specified in a notice under section 168 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.

170 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 168, the landlord may on that ground make a possession claim.

Status: This is the original version (as it was originally enacted).

- (2) Section 215 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.

171 Restrictions on section 170

- (1) Before making a possession claim on the ground in section 170 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 170 after the end of the period of two months starting with the date specified in the notice under section 168 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 periodic standard contracts.

172 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 168 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 206.
- (3) The notice ceases to have effect if, before the contract ends—
 - (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.

Termination by landlord: landlord's notice

173 Landlord's notice

- (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 periodic 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).

174 Minimum notice period

- (1) The date specified in a notice under section 173 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.

175 Restrictions on section 173: notice may not be given in first four months of occupation

- (1) The landlord may not give notice under section 173 before the end of the period of four months starting with the occupation date of the contract.
- (2) If the contract is a substitute occupation contract, the landlord may not give notice under section 173 before the end of the period of four months starting with the occupation date of the original contract.
- (3) For the purposes of subsection (2)—
 - (a) an occupation contract is a substitute occupation contract if—
 - (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
 - (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
 - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
 - (b) “original contract” means—
 - (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
 - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

Status: This is the original version (as it was originally enacted).

- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which—
- (a) do not incorporate section 173 as a term of the contract, or
 - (b) are within Schedule 9 (whether or not they incorporate section 173 as a term of the contract),
- and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.

176 Restrictions on section 173: breach of information requirements

- (1) If the landlord does not comply with section 31(1) or (2) (duty to provide written statement of contract), the landlord may not give notice under section 173 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 173 at any time when the landlord has not provided a notice required under section 39 (duty to provide information).
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

177 Restrictions on section 173: breach of security and deposit requirements

- (1) The landlord may not give notice under section 173 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 173 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 contract-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 which incorporate section 173 as a term of the contract; section 20 provides that this section—
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

178 Recovery of possession

- (1) If the landlord gives the contract-holder a notice under section 173, the landlord may on that ground make a possession claim.
- (2) Section 215 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 217 (retaliatory evictions: standard contracts) applies (and 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.

179 Restriction on section 178

- (1) The landlord may not make a possession claim on the ground in section 178—
 - (a) before the date specified in the notice given by the landlord to the contract-holder under section 173, 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 periodic standard contracts.

180 Termination of contract on landlord's notice

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 173, 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 206.
- (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.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

Termination by landlord: serious rent arrears

181 Serious rent arrears

- (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;

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- (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 216 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.

182 Restrictions on section 181

- (1) Before making a possession claim on the ground in section 181, 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

183 Relevance of events under fixed term standard contract

- (1) The landlord under a periodic standard contract which arises under section 184(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 186,

which the landlord gave to the contract-holder before the end of the fixed term contract.

- (2) Sections 174 to 177, 179 and 180 apply to a notice under section 186(1), and a possession claim on the ground in section 186(5), as they apply to a notice under section 173 and a possession claim on the ground in section 178.
- (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.
- (4) This section is a fundamental provision which is incorporated as a term of periodic standard contracts which arise under section 184(2).