



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 3

PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

CHAPTER 8

DEALING

Succession

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 184(2) at the end of the fixed term, and
 - (b) unless the contract provides otherwise, any contract under section 184(6).
- (4) If a contract-holder is a priority or reserve successor in relation to an occupation contract which is ended under section 220 (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 222(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.

Status: This is the original version (as it was originally enacted).

- (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.