

RENTING HOMES (WALES) ACT 2016

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part 9 - Termination Etc. of Occupation Contracts

Chapter 7 – Termination of Fixed Term Standard Contracts

Section 186 – Landlord’s notice in connection with end of term

428. A landlord may, before or on the last day of the fixed term, give notice that the contract-holder must give up possession on a date specified in the notice. The specified date must not in any event be less than six months after the occupation date of that contract (or, where that contract is a substitute occupation contract (see subsection (4)), the occupation date of the original contract (again, see subsection (4)). Additionally, the specified date must not be before the last day of the fixed term, and must not be less than two months after the date on which the notice is given. This section also provides for a landlord to make a possession claim on the ground of having served the notice in connection with the end of the fixed term. Under section 215, if the court is satisfied the requirements of the ground are met it must make a possession order, subject to any available defence based on the contract-holder’s human rights.
429. Therefore, regardless of the length of the fixed term period, a landlord may not make a possession claim until six months after the date on which the contract-holder became entitled to occupy the dwelling under the contract. A landlord is able to make a possession claim the day after the fixed term ends (unless the fixed term purports to be for less than six months), provided the required notice was given to the contract-holder at least two months previously.
430. [Section 20](#) provides that this section must be incorporated without modification as a term in all fixed term standard contracts. However, subsections (2) and (4) are not incorporated into a contract which does not incorporate subsection (1) as a term (so that the landlord cannot give notice in connection with the end of the term), or is of a type listed in Schedule 9.

Section 187 – Serious rent arrears and Section 188 – Restrictions on section 187

431. These provisions are identical in effect to the equivalent provisions relating to periodic standard contracts (see notes for sections 181 and 182).

Section 189 – Contract-holder’s break clause and Section 190 - Minimum notice period

432. A fixed term standard contract may contain a contract-holders break clause. This enables the contract-holder to end the contract before the end of the fixed term. Where such a break clause is included, the contract-holder wishing to rely on it to leave the contract must provide notice to the landlord specifying the end date. Sections 190 to 193 are fundamental provisions incorporated into all fixed term standard contracts that have a contract-holder’s break clause. Section 190 requires that the date specified in

the notice may not be less than four weeks after the date the notice is given. These provisions have broadly the same effect as the provisions relating to contract-holders' notices under secure contracts and periodic standard contracts.

Section 191 – Recovery of possession

433. This section enables a landlord to recover possession of the dwelling in the event of a contract-holder, having given notice to the landlord under a contract-holder's break clause, failing to give up possession on the date specified in that notice.

Section 192 – Restrictions on section 191

434. This section sets out restrictions on the exercise of the landlord's power to obtain possession on the ground in section 190. If the landlord seeks possession on this ground, the landlord must give the contract-holder a possession notice specifying the ground within two months of the date the contract-holder was due to give up possession. The landlord may make a possession claim from the day the possession notice is given to the contract-holder, but not more than six months after that day.

Section 193 – Termination of contract under contract-holder's break clause

435. This section provides that, where the contract-holder gives up possession of the dwelling on or before the date specified in the notice given under the contract-holder's break clause, the contract will end on that date. Where the contract-holder gives up possession after the date specified in the notice, the contract ends on the date the contract-holder gives up possession.
436. If the contract-holder, before the end of the notice period, withdraws the notice given under the contract-holder's break clause, and the landlord does not object to this, in writing, within a reasonable period, the notice ceases to have effect.

Section 194 – Landlord's break clause and Section 195 - Minimum notice period

437. A fixed term standard contract may contain a landlord's break clause. This break clause enables the landlord to end the contract before the end of the fixed term, by giving notice to the contract-holder. Sections 195 to 201 are fundamental provisions incorporated into all fixed term standard contracts that have a landlord's break clause. Section 195 provides that the date for giving up possession specified in the notice must be more than two months after the date on which the notice is given.

Section 196 to 201 - Restrictions on use of landlord's break clause and arrangements for recovering possession

438. See the notes addressing sections 175 to 180, regarding the restrictions on use of a landlord's notice under a periodic standard contract, and the related arrangements for recovering possession. The provisions relating to use of a landlord's break clause are broadly identical.