

## SCHEDULE 4

(introduced by section 16)

### INTRODUCTORY STANDARD CONTRACTS

#### *Introductory period*

- 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.
- (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 173 (landlord's notice to end contract), and the period before the end of which the landlord may make a possession claim has not ended.
- (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.
- (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.
- (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.
- (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.

#### *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—

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- (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.
- (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—
- (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.
- (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.

*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.
- (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.
- (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
  - (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 256(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*

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- (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*

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- (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

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- (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.

*Written statement may address secure contract arising at end of introductory standard contract*

- 6 (1) Sub-paragraph (2) applies if, before the end of the introductory period, the landlord and the contract-holder have agreed (subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions) what the terms of the secure contract that may arise at the end of the introductory period are to be.
- (2) A written statement of the introductory standard contract may set out the terms of the secure contract by—
  - (a) identifying the terms of the introductory standard contract that will not be terms of the secure contract, and setting out the terms that will apply only to the secure contract, or
  - (b) separately setting out all of the terms of the secure contract.
- (3) Where a written statement of an introductory standard contract addresses the secure contract in accordance with sub-paragraph (2) (a “relevant written statement”)—
  - (a) the relevant written statement is not incorrect (see section 37) merely because it addresses the secure contract,

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- (b) the landlord is to be treated as having complied with the requirement in section 31(1) (provision of written statement) in relation to the secure contract, and
  - (c) the terms of the secure contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).
- (4) If the occupation date of a secure contract addressed in a relevant written statement changes because the landlord has extended the introductory period in accordance with paragraph 3, the relevant written statement is not incorrect merely because it does not set out the new occupation date.
- 7 (1) A secure contract addressed in a relevant written statement may be varied by agreement between the landlord and the contract-holder before the occupation date of the secure contract, subject to sub-paragraphs (2) to (5).
- (2) Section 108(1) to (5) (limit on variation) applies in relation to such a variation.
- (3) Sections 109(1) to (3) and 110 (written statement of variation) apply in relation to such a variation.
- (4) Section 104(1) to (3) or (as the case may be) section 105(1)(b) and (2) to (4) applies in relation to a variation of the rent or other consideration which is to be payable under the secure contract.
- (5) Sections 104(3)(a) and 105(4)(a), as applied by sub-paragraph (4), are to be read as if for “any date” there were substituted “the occupation date of the secure contract, or a later date”.
- (6) This paragraph is a fundamental provision which is incorporated as a term of all introductory standard contracts where the written statement of the contract is a relevant written statement; section 20 provides that this paragraph—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

*Terms of secure contract which was an introductory standard contract*

- 8 (1) This paragraph applies where an introductory standard contract ends and is replaced with a secure contract because the introductory period has ended, and the landlord has not addressed the secure contract in the written statement of the introductory standard contract in accordance with paragraph 6(2).
- (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

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- (c) otherwise, the terms of the secure contract are the same as the terms of the introductory standard contract.

*Landlord's duty to give address at start of contract does not apply in relation to secure contract*

- 9 The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply in relation to a secure contract which replaces an introductory standard contract.