



# Renting Homes (Wales) Act 2016

**2016 anaw 1**

## **PART 1**

### **OVERVIEW OF ACT**

*Introduction to Parts 1 and 2 and key concepts in this Act*

#### **1 Occupation contracts**

- (1) This Act (in Part 2) provides that—
- (a) most individuals who rent their homes under a tenancy or licence, and their landlords, make a contract with each other known as an occupation contract (and in this Act such individuals are referred to as “contract-holders”; see section 7);
  - (b) there are two kinds of occupation contract, namely—
    - (i) secure contracts, and
    - (ii) standard contracts;
  - (c) there are two kinds of standard contract, namely—
    - (i) fixed term standard contracts, and
    - (ii) periodic standard contracts,and the two kinds of standard contract differ in relation to their variation, transfer and termination.
- (2) Each kind of occupation contract (and each kind of standard contract) gives different rights to, and imposes different obligations on, the contract-holder and landlord; a secure contract gives greater security of occupation to the contract-holder than a standard contract.

#### **2 Kinds of landlord**

- (1) This Act (in Part 2) provides—
- (a) for two kinds of landlord—

- (i) community landlords (which are local authorities, registered social landlords and other kinds of authority), and
    - (ii) private landlords (which are any landlords who are not community landlords);
  - (b) that both kinds of landlord may make, or adopt, specific kinds of occupation contract (though this is subject to various exceptions).
- (2) In general—
- (a) occupation contracts made with or adopted by community landlords are secure contracts, and
  - (b) contracts made with or adopted by private landlords are standard contracts, but this is subject to various exceptions.

### **3 Fundamental provisions and supplementary provisions of occupation contracts**

- (1) Part 2 of this Act establishes the concept of a “fundamental provision”; that is, a provision of this Act (generally a section) which is automatically included as a term of all occupation contracts, or of specified occupation contracts (and so forms part of the contract between a contract-holder and a landlord).
- (2) Once a fundamental provision of this Act is included in an occupation contract, it is referred to as a “fundamental term” of the contract (see section 19).
- (3) At the creation of the contract, the parties can agree that a fundamental provision will be included in the contract with changes (referred to in this Act as “modifications”) or that it will not be included at all; however, the parties can only do either of these things if it will improve the contract-holder’s position, and there are some fundamental provisions which must be included without changes.
- (4) Once an occupation contract has been created the parties can vary its fundamental terms; but there are certain limits to this.
- (5) Part 2 of this Act also establishes the concept of a “supplementary provision”; that is, a provision set out in regulations made by the Welsh Ministers which is automatically included as a term of all occupation contracts, or of specified occupation contracts.
- (6) Once a supplementary provision is included in an occupation contract, it is referred to as a “supplementary term” of the contract (see section 23).
- (7) At the creation of the contract, the parties can agree that a supplementary provision will be included in the contract with modifications or that it will not be included at all, and once an occupation contract has been created, the parties can vary its supplementary terms; but there are certain limits to this.

### **4 Identifying provisions of this Act which are fundamental provisions**

- (1) Each provision of this Act which is a fundamental provision—
  - (a) specifies that it is a fundamental provision, and
  - (b) specifies the occupation contracts it is applicable to.
- (2) Schedule 1 contains three Parts, identifying the fundamental provisions in this Act as follows—
  - (a) Part 1 identifies the fundamental provisions that are applicable to secure contracts,

- (b) Part 2 identifies the fundamental provisions that are applicable to periodic standard contracts, and
- (c) Part 3 identifies the fundamental provisions that are applicable to fixed term standard contracts.

*Overview of rest of Act*

**5 Overview of Parts 3 to 9: operation and termination of occupation contracts**

- (1) Parts 3 to 9 concern occupation contracts.
- (2) Part 3 applies to all occupation contracts; it deals with a range of matters about the rights and obligations of parties to occupation contracts.
- (3) Parts 4 to 8 apply only to specific kinds of occupation contract—
  - (a) Part 4 concerns landlords' obligations relating to the condition of dwellings; Chapter 2 (which sets out the obligations) applies to all occupation contracts except fixed term standard contracts for a term of seven years or more, and Chapters 1 and 3 are of general application,
  - (b) Part 5 applies to secure contracts only (and section 118 applies only to secure contracts with a community landlord),
  - (c) Part 6 applies to periodic standard contracts only,
  - (d) Part 7 applies to fixed term standard contracts only, and
  - (e) Part 8 applies to supported standard contracts only (a supported standard contract is an occupation contract which relates to accommodation provided in connection with support services).
- (4) Part 9 concerns the termination of occupation contracts; in particular, it contains—
  - (a) Chapters which apply to all occupation contracts, and
  - (b) Chapters which apply only to specific kinds of occupation contract.

**6 Overview of Parts 10 and 11: general provision**

- (1) Part 10 concerns miscellaneous matters which are either—
  - (a) supplementary to Parts 2 to 9, or
  - (b) about the application and operation of this Act.
- (2) Part 11 contains—
  - (a) provision about the interpretation of this Act, and
  - (b) provision which applies generally for the purposes of this Act.

## PART 2

### OCCUPATION CONTRACTS AND LANDLORDS

#### CHAPTER 1

##### OCCUPATION CONTRACTS

#### **7 Tenancies and licences that are occupation contracts**

- (1) A tenancy or licence is an occupation contract if—
  - (a) it is within subsection (2) or (3), and
  - (b) rent or other consideration is payable under it.
- (2) A tenancy or licence is within this subsection if—
  - (a) it is made between a landlord and an individual, and
  - (b) it confers on the individual the right to occupy a dwelling as a home.
- (3) A tenancy or licence is within this subsection if—
  - (a) it is made between a landlord and two or more persons at least one of whom is an individual, and
  - (b) it confers on the individual (or, if there is more than one individual, on one or more of them) the right to occupy a dwelling as a home.
- (4) But there are exceptions to subsection (1) set out in Schedule 2, which provides—
  - (a) in Part 1, that certain tenancies and licences not within subsection (2) or (3) can be occupation contracts if notice is given,
  - (b) in Part 2, that certain tenancies and licences that are within subsection (2) or (3) are not occupation contracts unless notice is given,
  - (c) in Part 3, that certain tenancies and licences are never occupation contracts,
  - (d) in Parts 4 and 5, that certain tenancies and licences can be occupation contracts, but special rules apply in relation to them, and
  - (e) in Part 6, that the Welsh Ministers may amend that Schedule.
- (5) Each person with whom a landlord makes an occupation contract is a contract-holder under the occupation contract.
- (6) But an individual cannot be a contract-holder under an occupation contract if he or she has not reached the age of 18.

#### **8 Secure contracts and standard contracts**

- (1) An occupation contract is either—
  - (a) a secure contract, or
  - (b) a standard contract.
- (2) A secure contract is a periodic contract.
- (3) A standard contract is either a fixed term contract or a periodic contract.

## 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.

## CHAPTER 3

### FUNDAMENTAL PROVISIONS OF OCCUPATION CONTRACTS

#### 18 Fundamental provisions

- (1) Fundamental provisions are provisions of this Act (and provisions which are fundamental provisions by virtue of section 22(1)(a)) that are incorporated as terms of occupation contracts or particular kinds or descriptions of occupation contract (subject to sections 20(1) and (2) and 21).
- (2) Each provision of this Act that is a fundamental provision identifies itself as such, and specifies the occupation contracts into which it is incorporated as a fundamental term.
- (3) Nothing in this Act is to be read as enabling a landlord or contract-holder to do anything which would have the effect that a fundamental provision which is applicable to the occupation contract is not, or is not to be treated as, a fundamental provision which is applicable to the contract (but this does not prevent an agreement to modify or not to incorporate a fundamental provision, or a variation of a fundamental term, which is in accordance with this Act).

#### 19 Fundamental terms and fundamental provisions: definitions

- (1) This section applies for the purposes of interpreting this Act.
- (2) “Fundamental provision” has the meaning given in section 18.
- (3) A reference in this Act to a section or other provision which is a fundamental provision has effect, in relation to a contract in which the fundamental provision is incorporated (with or without modifications), as a reference to the fundamental term of the contract which incorporates the fundamental provision.
- (4) “Fundamental term”, in relation to an occupation contract, means a term of the contract which incorporates a fundamental provision (with or without modifications).

#### 20 Incorporation and modification of fundamental provisions

- (1) A fundamental provision is not incorporated as a term of an occupation contract if—
  - (a) the landlord and the contract-holder agree that it should not be incorporated, and
  - (b) in the contract-holder’s opinion, the effect of its not being incorporated is that the position of the contract-holder is improved.
- (2) A fundamental provision is incorporated as a term of an occupation contract with modifications if—

- (a) the landlord and the contract-holder agree that it should be incorporated with those modifications, and
  - (b) in the contract-holder's opinion, the effect of its being incorporated with those modifications is that the position of the contract-holder is improved.
- (3) Subsections (1) and (2) do not apply to the following fundamental provisions—
- (a) section 45 (requirement to use deposit scheme),
  - (b) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
  - (c) section 55 (anti-social behaviour and other prohibited conduct),
  - (d) sections 103(1)(b) and (2) and 108 (variation of secure contracts),
  - (e) sections 122(1)(b) and (2) and 127 (variation of periodic standard contracts),
  - (f) section 134(1)(b) and (2) and 135 (variation of fixed term standard contracts),
  - (g) section 148 (permissible termination),
  - (h) section 149 (possession claims),
  - (i) section 155 (death of sole contract-holder),
  - (j) section 158 (securing contract by use of false statement),
  - (k) section 175 (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation),
  - (l) section 177 (breach of deposit requirements: periodic standard contracts),
  - (m) section 186(2) and (4) (restriction on ending fixed term standard contract during first six months of occupation),
  - (n) section 196 (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation),
  - (o) section 198 (breach of deposit requirements: fixed term standard contracts with landlord's break clause), and
  - (p) paragraph 7 of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract).
- (4) Subsections (1) and (2) are subject to section 34 (landlord's failure to provide written statement of contract) and section 36 (incomplete statement of contract).

## **21 Effect of non-incorporation and modification of fundamental provisions**

- (1) Subsections (2) and (3) apply where—
- (a) a fundamental provision is not incorporated as a term of an occupation contract because of an agreement under section 20(1), or
  - (b) a fundamental provision is incorporated with modifications because of an agreement under section 20(2).
- (2) If as a result it is necessary that another fundamental provision or a supplementary provision (see Chapter 4) is not incorporated, that other provision is not incorporated.
- (3) If as a result it is necessary that another fundamental provision or a supplementary provision is incorporated with modifications, that provision is incorporated with the necessary modifications (in addition to any modifications made because of an agreement under section 20(2) or section 24(2)).
- (4) But subsections (2) and (3) do not apply if their application would have the effect that a fundamental provision mentioned in section 20(3) would not be incorporated or

would be incorporated with modifications; accordingly, the agreement mentioned in subsection (1)(a) or (b) has no effect.

## **22 Powers in relation to fundamental provisions**

- (1) The Welsh Ministers may by regulations provide that—
  - (a) a provision of any enactment is a fundamental provision applicable to an occupation contract;
  - (b) a provision of any enactment that is for the time being a fundamental provision applicable to an occupation contract ceases to be a fundamental provision applicable to an occupation contract.
- (2) The Welsh Ministers may by regulations provide that—
  - (a) section 20(1) does not apply to a fundamental provision;
  - (b) section 20(2) does not apply to a fundamental provision.
- (3) The power under section 256(2) to make consequential amendments includes, in its application to regulations under this section, the power to make consequential amendments to this Act.

## **CHAPTER 4**

### **SUPPLEMENTARY PROVISIONS OF OCCUPATION CONTRACTS**

## **23 Supplementary provisions**

- (1) The Welsh Ministers may by regulations provide that provisions set out in the regulations are incorporated as terms of occupation contracts (subject to sections 21, 24(1) and (2) and 25); for the purposes of this Act such provisions are “supplementary provisions”.
- (2) Before making regulations under subsection (1), the Welsh Ministers must consult such persons as appear to them to be appropriate.
- (3) Sections 112 and 131 give the Welsh Ministers further powers to prescribe supplementary provisions relating to time limits for withdrawal of joint contract-holders from secure contracts and periodic standard contracts (and the Welsh Ministers must consult in accordance with subsection (2) before using those powers).
- (4) The Welsh Ministers may, under subsection (1), prescribe a provision in an enactment as a supplementary provision applicable to an occupation contract.
- (5) In this Act—
 

“supplementary provision” (“*darpariaeth atodol*”) (except in relation to sections 255 and 256) has the meaning given in subsection (1) of this section;

“supplementary term” (“*teler atodol*”), in relation to an occupation contract, means a term of the contract which incorporates a supplementary provision (with or without modifications).

## **24 Incorporation and modification of supplementary provisions**

- (1) A supplementary provision is not incorporated as a term of an occupation contract if the landlord and the contract-holder agree that it should not be incorporated.
- (2) A supplementary provision is incorporated as a term of an occupation contract with modifications if the landlord and the contract-holder agree that it should be incorporated with those modifications.
- (3) An agreement under subsection (1) or (2) that would make a supplementary term of an occupation contract incompatible with a fundamental term of the contract is of no effect.
- (4) Subsections (1) and (2) are subject to section 34 (landlord's failure to provide written statement of contract) and section 36 (incomplete written statement).

## **25 Effect of non-incorporation and modification of supplementary provisions**

- (1) Subsections (2) and (3) apply where—
  - (a) a supplementary provision is not incorporated as a term of an occupation contract because of an agreement under section 24(1), or
  - (b) a supplementary provision is incorporated as a term of the contract with modifications because of an agreement under section 24(2).
- (2) If as a result it is necessary that another supplementary provision is not incorporated, the other provision is not incorporated.
- (3) If as a result it is necessary that another supplementary provision is incorporated with modifications, the other provision is incorporated with the necessary modifications (in addition to any modifications made because of an agreement under section 24(2)).

# **CHAPTER 5**

## **KEY MATTERS AND ADDITIONAL TERMS OF OCCUPATION CONTRACTS**

## **26 Key matters of all occupation contracts**

The following are key matters in relation to all occupation contracts—

- (a) the dwelling,
- (b) the occupation date,
- (c) the amount of rent or other consideration, and
- (d) the rental periods.

## **27 Further key matters of standard contracts**

The following are key matters in relation to standard contracts (in addition to those set out in section 26)—

- (a) whether the contract is periodic or made for a fixed term,
- (b) if it is made for a fixed term, the term for which it is made, and
- (c) if there are periods during which the contract-holder is not entitled to occupy the dwelling as a home, those periods (see sections 121 and 133).

## **28 Additional terms**

- (1) Additional terms of an occupation contract are any express terms of the contract other than—
  - (a) the terms addressing the key matters in relation to the contract,
  - (b) the fundamental terms of the contract, and
  - (c) the supplementary terms of the contract.
- (2) An additional term of an occupation contract which is incompatible with any of the terms mentioned in paragraphs (a) to (c) of subsection (1) has no effect.
- (3) In this Act “additional terms” has the meaning given by subsection (1).

## **CHAPTER 6**

### **MODEL CONTRACTS**

## **29 Model written statement of contract**

- (1) The Welsh Ministers must prescribe model written statements of contracts for such kinds or descriptions of occupation contract as they think fit.
- (2) A model written statement of contract for an occupation contract of a particular kind or description is a written statement (see section 31) which incorporates without modification all the fundamental and supplementary provisions applicable to that contract.

## **PART 3**

### **PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS**

## **CHAPTER 1**

### **OVERVIEW**

## **30 Overview of this Part**

This Part applies to all occupation contracts, and in particular—

- (a) it requires landlords to give contract-holders a written statement setting out the terms of the occupation contract,
- (b) it addresses deposits given to landlords by contract-holders, and provides that deposits must be held in an authorised deposit scheme,
- (c) it makes provision about occupation contracts that have more than one contract-holder,
- (d) it gives contract-holders a right to occupy their home without interference from the landlord,
- (e) it prohibits anti-social behaviour and certain other kinds of conduct by contract-holders and other occupants and visitors,

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

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- (f) it prohibits dealing with an occupation contract, but this is subject to exceptions relating to sub-occupation contracts, transfers of the contract and succession to the contract,
- (g) it addresses seeking and giving landlord's consent, and
- (h) it addresses compensation which contract-holders may be entitled to under this Act.

## CHAPTER 2

### PROVISION OF INFORMATION

#### *Written statement of contract*

#### **31 Written statement**

- (1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of 14 days starting with the occupation date.
- (2) If there is a change in the identity of the contract-holder under an occupation contract, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with—
  - (a) the day on which the identity of the contract-holder changes, or
  - (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1) or (2).
- (4) The contract-holder may request a further written statement of the contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with—
  - (a) the day of the request, or
  - (b) if the landlord charges a fee, the day on which the contract-holder pays the fee.
- (7) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **32 Contents of written statement**

- (1) A written statement of an occupation contract must set out the names of the parties to the contract.
- (2) It must also set out—
  - (a) the terms of the contract addressing key matters in relation to the contract,
  - (b) the fundamental terms of the contract,
  - (c) the supplementary terms of the contract, and
  - (d) any additional terms.

- (3) It must identify—
  - (a) any fundamental provision applicable to the contract which is not incorporated as a term of the contract because of section 20(1) or 21(2), and
  - (b) any supplementary provision applicable to the contract which is not incorporated as a term of the contract because of section 21(2), 24(1) or 25(2).
- (4) It must contain explanatory information about such matters as may be prescribed.

### **33 Editorial changes**

- (1) The written statement may set out the fundamental and supplementary terms of the occupation contract with editorial changes.
- (2) Editorial changes are changes to the wording of a fundamental or supplementary term which do not change the substance of that term in any way; for example, substituting the names of the landlord or contract-holder for references to “the landlord”, “the landlord under an occupation contract”, “the contract-holder”, “the contract-holder under a secure contract” etc.

### **34 Failure to provide a written statement etc.**

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) On an application under subsection (1) each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of the contract without modification, unless the contract-holder claims that it was not incorporated or was incorporated with modifications.
- (3) If the contract-holder makes a claim of a kind mentioned in subsection (2), the court must determine that claim.
- (4) Subsection (3) does not apply if the landlord’s failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (5) The court may—
  - (a) attach a statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a written statement of the contract.

### **35 Failure to provide statement: compensation**

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
  - (a) the day on which the landlord gives the contract-holder a written statement of the contract, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.

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- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement of the contract on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the [Late Payment of Commercial Debts \(Interest\) Act 1998 \(c. 20\)](#) at the end of that day.
- (5) This section does not apply if the landlord's failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (6) The relevant date is the first day of the period before the end of which the landlord was required to give the written statement.

### **36 Incomplete statement**

- (1) If the landlord under an occupation contract provides a written statement of the contract that is incomplete, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) A written statement is incomplete if it does not include everything required to be included by section 32.
- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting—
  - (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
  - (b) if the landlord was required to provide a written statement under section 31(2), with the day on which the landlord gave the new contract-holder the written statement;
  - (c) if the landlord was required to provide a further written statement under section 31(4) to (6), with the first day of the period mentioned in section 31(6).
- (4) Subsection (5) applies if the written statement—
  - (a) does not set out a fundamental provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 20(1) or 21(2), or
  - (b) does not set out a supplementary provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 21(2), 24(1) or 25(2).
- (5) That provision is to be treated as incorporated as a term of the contract without modification unless—
  - (a) section 21 or 25 applies in relation to it, or
  - (b) the contract-holder claims it was not incorporated or was incorporated with modifications.
- (6) If the contract-holder makes a claim of a kind mentioned in subsection (5)(b) the court must determine that claim.
- (7) Subsection (6) does not apply if the omission of the provision or statement is attributable to an act or omission of the contract-holder.
- (8) The court may—
  - (a) attach a written statement of the occupation contract to its declaration, or

- (b) order the landlord to give the contract-holder a written statement of the contract which is complete.
- (9) If the court is satisfied that the written statement is incomplete because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.
- (10) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

### **37 Incorrect statement: contract-holder's application to court**

- (1) The contract-holder under an occupation contract may apply to the court for a declaration that a written statement of the contract—
  - (a) sets out a term of the contract incorrectly or sets out a term that is of no effect,
  - (b) incorrectly states that because of section 20(1) or 21(2), a fundamental provision applicable to the contract has not been incorporated as a term of the contract,
  - (c) incorrectly states that because of section 21(2), 24(1) or 25(2) a supplementary provision applicable to the contract has not been incorporated as a term of the contract, or
  - (d) sets out a term that is not a term of the contract.
- (2) But a written statement is not incorrect merely because it does not set out a term varied in accordance with the contract or by or as a result of an enactment if—
  - (a) a written statement of the term varied was given in accordance with section 109, 128 or 136, or
  - (b) notice of the variation was given in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6) (variation of secure contracts) or section 123, 124(2) to (4) or 126(1) to (4) (variation of periodic standard contracts),unless the statement was given under section 31(2) or (4) after any such variation of a term took effect.
- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting—
  - (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
  - (b) if the landlord was required to provide a written statement under section 31(2), with the day on which the landlord gave the new contract-holder the written statement;
  - (c) if the landlord was required to provide a further written statement under section 31(4) to (6), with the first day of the period mentioned in section 31(6).
- (4) If the court is satisfied that the ground in subsection (1)(a), (1)(b) or (1)(c) is made out, it may make a declaration setting out the correct term.
- (5) If the court is satisfied that the ground in subsection (1)(d) is made out, it may make a declaration that the term is not a term of the contract.
- (6) The court may—
  - (a) attach a written statement of the occupation contract to its declaration, or

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- (b) order the landlord to give the contract-holder a corrected written statement of the contract.
- (7) If the court is satisfied that the written statement is incorrect as described in subsection (1) because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.
- (8) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

**38 Incorrect statement: landlord's application to court for declaration that contract is a standard contract**

- (1) This section applies if the landlord under an occupation contract is a community landlord and has given the contract-holder—
  - (a) a notice under section 13 (notice of standard contract), but
  - (b) a written statement of the contract that is consistent with a secure contract.
- (2) The landlord may apply to the court for a declaration that the contract is a standard contract.
- (3) The court may not make the declaration if it is satisfied that, at the time the landlord gave the written statement to the contract-holder, it was the intention of the landlord that the contract should be a secure contract.
- (4) If the court makes the declaration each fundamental and supplementary provision applicable to the contract is incorporated as a term of the contract without modification, unless the contract-holder claims it was not incorporated or was incorporated with modifications.
- (5) If the contract-holder makes a claim of a kind mentioned in subsection (4), the court must determine that claim.
- (6) The court may—
  - (a) attach a written statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a corrected written statement of the contract.

*Provision by landlord of information about landlord*

**39 Provision by landlord of information about landlord**

- (1) The landlord under an occupation contract must, before the end of the period of 14 days starting with the occupation date of the contract, give the contract-holder notice of an address to which the contract-holder may send documents that are intended for the landlord.
- (2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give the contract-holder notice of the change in identity and of an address to which the contract-holder may send documents that are intended for the new landlord.

- (3) If the address to which the contract-holder may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the contract-holder notice of the new address.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **40 Compensation for breach of section 39**

- (1) If the landlord fails to comply with an obligation under section 39, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
  - (a) the day on which the landlord gives the notice in question, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the [Late Payment of Commercial Debts \(Interest\) Act 1998 \(c. 20\)](#) at the end of that day.
- (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### *Form of notices, statements and other documents*

#### **41 Form of notices etc.**

- (1) Any notice, statement or other document required or authorised to be given or made by an occupation contract must be in writing.
- (2) Sections 236 and 237 make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of this Act.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## CHAPTER 3

### WHEN CONTRACT BECOMES ENFORCEABLE

#### **42      When terms of occupation contract become enforceable**

- (1) No term of an occupation contract is enforceable against the contract-holder before the earlier of—
  - (a) the landlord giving the contract-holder a written statement of the contract under section 31(1), and
  - (b) the occupation date.
- (2) If there is a change in the identity of the contract-holder under an occupation contract, no term of the occupation contract is enforceable against the new contract-holder before the earlier of—
  - (a) the landlord giving the new contract-holder a written statement of the contract under section 31(2), and
  - (b) the day on which the new contract-holder becomes entitled to occupy the dwelling.

## CHAPTER 4

### DEPOSITS AND DEPOSIT SCHEMES

#### *Security*

#### **43      Form of security**

- (1) The landlord under an occupation contract may not require security to be given in any form other than—
  - (a) money, or
  - (b) a guarantee.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **44      Form of security: county court proceedings**

- (1) This section applies if—
  - (a) the landlord under an occupation contract requires security to be given in a form which is not permitted by section 43, and
  - (b) security is given in that form.
- (2) The contract-holder (or any person who has given the security on his or her behalf) may apply to the county court for an order under subsection (3).
- (3) An order under this subsection is an order requiring the person who appears to be holding the property constituting the security to return it.

## *Deposit schemes*

### **45 Requirement to use deposit scheme**

- (1) If the contract-holder under an occupation contract pays a deposit (or another person pays a deposit on his or her behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must—
  - (a) comply with the initial requirements of an authorised deposit scheme, and
  - (b) give the contract-holder (and any person who has paid the deposit on his or her behalf) the required information.
- (3) The required information is such information as may be prescribed relating to—
  - (a) the authorised deposit scheme which applies,
  - (b) the landlord's compliance with the initial requirements of the scheme, and
  - (c) the operation of this Chapter, including the contract-holder's rights (and the rights of any person who has paid the deposit on his or her behalf) in relation to the deposit.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

### **46 Deposit schemes: further provision**

- (1) Schedule 5 contains further provision about deposit schemes.
- (2) Sections 177 and 198 make provision relating to periodic standard contracts and fixed term standard contracts with a landlord's break clause, preventing a landlord from giving a notice requiring a contract-holder to give up possession if the landlord has not complied with certain requirements relating to the payment of security or to deposit schemes.

### **47 Deposit schemes: interpretation**

- (1) In this Act—
  - “authorised deposit scheme” (“*cynllun blaendal awdurdodedig*”) means a deposit scheme in force in accordance with arrangements under paragraph 1 of Schedule 5 (and “deposit scheme” (“*cynllun blaendal*”) has the meaning given in sub-paragraph (2) of that paragraph);
  - “deposit” (“*blaendal*”) means money paid as security;
  - “initial requirements” (“*gofynion cychwynnol*”), in relation to an authorised deposit scheme, means the requirements of the scheme which must be complied with by the landlord when a deposit is paid;
  - “security” (“*sicrwydd*”) means security for the performance of the contract-holder's obligations and the discharge of the contract-holder's liabilities.
- (2) In this Act references to a deposit, in relation to a time after a deposit has been paid, are to a sum representing the deposit.

## CHAPTER 5

### JOINT CONTRACT-HOLDERS AND JOINT LANDLORDS

#### *Joint contract-holders*

#### **48 Joint contract-holders: joint liability etc.**

- (1) If there are two or more joint contract-holders under an occupation contract, each joint contract-holder is fully liable to the landlord for the performance of every obligation owed to the landlord under the contract.
- (2) References in this Act to the contract-holder, except where otherwise provided, are to the joint contract-holders.
- (3) Subsection (2) applies even if the occupation contract is a tenancy and the leasehold estate is vested in one or more, but not all, of the joint contract-holders.

#### **49 Adding a joint contract-holder**

- (1) The contract-holder under an occupation contract and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.
- (2) If a person is made a joint contract-holder under this section he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under the contract from the day on which he or she becomes a joint contract-holder.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **50 Adding a joint contract-holder: landlord's consent**

Where a landlord refuses consent or consents subject to conditions to adding a joint contract-holder under section 49, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

#### **51 Adding a joint contract-holder: formalities**

- (1) The addition of a joint contract-holder under an occupation contract may be effected only by a document signed or executed by each of the parties to the transaction.
- (2) If the contract requires the landlord's consent to the addition, the document must also be signed or executed by the landlord.
- (3) But subsection (2) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).

*Joint contract-holders: survivorship*

**52 Joint contract-holder ceasing to be a party to the occupation contract**

- (1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are—
  - (a) fully entitled to all the rights under the contract, and
  - (b) liable to perform fully every obligation owed to the landlord under the contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- (3) Nothing in subsection (1) or (2) removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- (4) This section does not apply where a joint contract-holder ceases to be a party to the contract because his or her rights and obligations under the contract are transferred in accordance with the contract.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

*Joint landlords*

**53 Joint landlords**

- (1) This section applies if two or more persons jointly constitute the landlord under an occupation contract.
- (2) Each of them is fully liable to the contract-holder for the performance of every obligation owed to the contract-holder under the contract.
- (3) References in this Act to the landlord are to the persons who jointly constitute the landlord.

**CHAPTER 6**

**RIGHT TO OCCUPY WITHOUT INTERFERENCE**

**54 Right to occupy without interference from landlord**

- (1) The landlord under an occupation contract may not, by any act or omission, interfere with the contract-holder's right to occupy the dwelling.
- (2) The landlord does not interfere with the contract-holder's right to occupy the dwelling by reasonably exercising the landlord's rights under the contract.

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- (3) The landlord does not interfere with the contract-holder's right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2)).
- (4) The landlord is to be treated as having interfered with the contract-holder's right if a person who—
  - (a) acts on behalf of the landlord, or
  - (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,
 interferes with the contract-holder's right by any lawful act or omission.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## CHAPTER 7

### ANTI-SOCIAL BEHAVIOUR AND OTHER PROHIBITED CONDUCT

#### **55 Anti-social behaviour and other prohibited conduct**

- (1) The contract-holder under an occupation contract must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description)—
  - (a) to live in the dwelling subject to the occupation contract, or
  - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract.
- (2) The contract-holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity—
  - (a) in the dwelling subject to the occupation contract, or
  - (b) in the locality of that dwelling.
- (3) The contract-holder must not engage or threaten to engage in conduct—
  - (a) capable of causing nuisance or annoyance to—
    - (i) the landlord under the occupation contract, or
    - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
  - (b) that is directly or indirectly related to or affects the landlord's housing management functions.
- (4) The contract-holder may not use or threaten to use the dwelling subject to the occupation contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.
- (5) The contract-holder must not, by any act or omission—
  - (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in subsections (1) to (3), or
  - (b) allow, incite or encourage any person to act as mentioned in subsection (4).

- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

## **56 Power to amend section 55**

The Welsh Ministers may by regulations amend section 55.

# **CHAPTER 8**

## **DEALING**

### *Rights to deal with occupation contract*

## **57 Permissible forms of dealing**

- (1) The contract-holder under an occupation contract may not deal with the occupation contract, the dwelling or any part of the dwelling except—
- (a) in a way permitted by the contract, or
  - (b) in accordance with a family property order (see section 251).
- (2) A joint contract-holder may not deal with his or her rights and obligations under the occupation contract (or with the occupation contract, the dwelling or any part of the dwelling), except—
- (a) in a way permitted by the contract, or
  - (b) in accordance with a family property order.
- (3) If the contract-holder does anything in breach of subsection (1), or a joint contract-holder does anything in breach of subsection (2)—
- (a) the transaction is not binding on the landlord, and
  - (b) the contract-holder or joint contract-holder is in breach of the contract (despite the transaction not being binding on the landlord).
- (4) “Dealing” includes—
- (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
  - (b) transferring;
  - (c) mortgaging or otherwise charging.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## **58 Dealing and landlord’s consent**

- (1) Where a term of an occupation contract permits the contract-holder or a joint contract-holder to deal with anything mentioned in section 57(1) or (2) only with the landlord’s consent, what is reasonable for the purposes of section 84 (landlord’s consent) is to be determined having regard to Schedule 6.

- (2) Section 19(1) of the [Landlord and Tenant Act 1927 \(c. 36\)](#) (effect of covenants not to assign etc. without consent) does not apply to a tenancy which is an occupation contract.

### *Sub-occupation contracts*

## **59 Sub-occupation contracts: interpretation**

- (1) This section applies for the purposes of interpreting this Act.
- (2) A “sub-occupation contract” is an occupation contract—
  - (a) made with a landlord who is the contract-holder under an occupation contract, and
  - (b) which relates to all or part of the dwelling to which that contract relates.
- (3) “Sub-holder” means the contract-holder under the sub-occupation contract.
- (4) “Head landlord” means the landlord under the head contract.

## **60 Sub-occupation contract never takes effect as transfer**

- (1) This section applies if the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract, and the term of the sub-occupation contract ends at the same time as the term of the head contract.
- (2) The sub-occupation contract takes effect as a sub-occupation contract (and not as a transfer to the sub-holder).

## **61 Failure to comply with conditions imposed by head landlord**

- (1) This section applies if an occupation contract (“the head contract”) permits the contract-holder to enter into a sub-occupation contract with the consent of the head landlord.
- (2) If the head landlord consents subject to conditions (see section 84), before entering into a sub-occupation contract with a person the contract-holder must notify that person of those conditions.
- (3) If the contract-holder does not comply with the requirement in subsection (2) and a sub-occupation contract is entered into, the contract-holder is to be treated as having committed a repudiatory breach of the sub-occupation contract (see section 154).
- (4) If the head landlord consents subject to conditions and a sub-occupation contract is entered into—
  - (a) section 32 is to be read in relation to that contract as if it provides (in addition to the other requirements under that section) that the written statement of the sub-occupation contract must set out the conditions imposed by the head landlord, and
  - (b) section 37 is to be read in relation to that contract as if it provides (in addition to the other provisions in that section)—
    - (i) in subsection (1), that the sub-holder can apply to the court for a declaration that the written statement sets out a condition incorrectly or sets out a condition which the head landlord did not impose,

- (ii) that the head landlord is entitled to be a party to proceedings on the application, and
  - (iii) that the court, if satisfied that either of the grounds in subparagraph (i) is made out, may make a declaration setting out the correct condition or, as the case may be, may declare that the condition is not a condition imposed by the head landlord.
- (5) A sub-occupation contract is not made otherwise than in accordance with the head contract only because—
  - (a) the head landlord consents subject to conditions, and
  - (b) the conditions are not complied with.
- (6) In such a case the head landlord may choose to treat the sub-occupation contract as a periodic standard contract having the following characteristics—
  - (a) all the fundamental and supplementary provisions applicable to a periodic standard contract are incorporated without modification,
  - (b) any terms of the secure contract or fixed term standard contract which are incompatible with those fundamental or supplementary provisions have no effect, and
  - (c) otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract or fixed term standard contract.
- (7) If the head landlord chooses to treat it as a periodic standard contract under subsection (6), the head landlord must notify the contract-holder and the sub-holder of that choice.
- (8) The head landlord may only give notice under subsection (7) after the sub-occupation contract is made and before the end of the period of two months starting with the day on which the head contract ends.
- (9) If the head landlord gives notice in accordance with subsections (7) and (8), the contract is to be treated as a periodic standard contract with the characteristics mentioned in subsection (6) in any question arising between the sub-holder and any person other than the contract-holder.

## **62 End of head contract**

- (1) This section applies (subject to subsection (6)) if—
  - (a) the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) the head contract ends after the head contract’s occupation date.
- (2) If the sub-occupation contract subsists immediately before the head contract ends—
  - (a) the sub-occupation contract continues (as an occupation contract which is not a sub-occupation contract), and
  - (b) the contract-holder’s rights and obligations as landlord under the sub-occupation contract are transferred to the head landlord.
- (3) If the sub-holder asks the head landlord for a further written statement of the contract under section 31(4) (and subsection (5) of this section does not apply), the references to the contract-holder in sections 34(4) and 35(5) (failure to provide statement) include the person who was the contract-holder under the head contract.

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- (4) Subsection (5) applies where—
  - (a) a head landlord has given notice in accordance with section 61(7) and (8) in relation to a contract, and
  - (b) the contract continues because of subsection (2)(a) of this section.
- (5) Where this subsection applies, for the purposes of section 31(1) (written statement of contract) the occupation date of the contract is to be treated—
  - (a) if the notice mentioned in section 61(7) is given to the sub-holder before the end of the head contract, as the day on which the head contract ends;
  - (b) if the notice is given to the sub-holder on or after the day on which the head contract ends, as the day on which the notice is given.
- (6) This section does not apply if the head contract is a fixed term standard contract which ends at the end of the fixed term.

### **63 End of head contract: further provision**

- (1) Nothing in section 62 affects any right of the head landlord under section 61(6) (power to treat sub-occupation contract as periodic standard contract).
- (2) Nothing in section 62 makes the head landlord liable to the sub-holder in respect of any breach of the sub-occupation contract committed by the contract-holder.
- (3) Nothing in section 62 makes the sub-holder liable to the head landlord in respect of any breach by the sub-holder of the sub-occupation contract that occurred before the head contract ended.
- (4) But the head landlord may be liable to the sub-holder, or the sub-holder to the head landlord, to the extent that any breach of the sub-occupation contract continues after the head contract ends.
- (5) Subsections (3) and (4) do not affect any power conferred on the head landlord by the sub-occupation contract.

### **64 Possession claim against contract-holder where there is a sub-holder**

- (1) This section applies if—
  - (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) after the sub-occupation contract is entered into, C’s landlord gives C a possession notice, or other notice informing C that he or she must give up possession.
- (2) At the same time as giving a notice mentioned in subsection (1)(b) to C, C’s landlord must give the sub-holder a notice—
  - (a) stating that C’s landlord intends to make a possession claim against C, and
  - (b) specifying the ground on which the claim will be made.

### **65 Extended possession order against sub-holder**

- (1) This section applies if—

- (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) after the sub-occupation contract is entered into, C’s landlord makes a possession claim against C.
- (2) In the proceedings on the claim against C, C’s landlord may apply for an order for possession against the sub-holder (“S”) (an “extended possession order”); but an application under this subsection may be made only if—
  - (a) the requirements set out in subsection (3) have been met, or
  - (b) the court considers it reasonable to dispense with those requirements.
- (3) The requirements are as follows—
  - (a) C’s landlord must have given S a copy of the notice mentioned in subsection (1)(b) of section 64 in accordance with subsection (2) of that section, and
  - (b) at the same time, C’s landlord must have given S notice—
    - (i) of C’s landlord’s intention to apply for an extended possession order in the proceedings on the claim against C, and
    - (ii) of S’s right to be a party to proceedings on the possession claim against C.
- (4) Where C’s landlord may apply for an extended possession order against S, S is entitled to be a party to proceedings on the possession claim against C (regardless of whether C’s landlord makes an application for an extended possession order in the proceedings).
- (5) The court may consider C’s landlord’s application for an extended possession order only if it has decided to make an order for possession against C.
- (6) The court may make an extended possession order against S only if, had C made a possession claim against S, the court would have made an order for possession against S.

## **66 Exclusion of contract-holder after abandoning contracts**

- (1) This section applies if—
  - (a) a contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) the sub-holder (“S”) believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.
- (2) S may act to end the head contract in accordance with this section.
- (3) S must give C a notice—
  - (a) stating that S believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract,
  - (b) requiring C to inform S in writing before the end of the warning period if he or she does consider himself or herself to be a party to one or both of those contracts, and
  - (c) informing C that after the warning period the head contract may be ended and his or her rights and obligations under the sub-occupation contract may be transferred to C’s landlord.

- (4) S must give a copy of the notice to C's landlord.
- (5) During the warning period, S must make such inquiries as are necessary to satisfy himself or herself that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.
- (6) At the end of the warning period S may, if satisfied as described in subsection (5), apply to the court for an order—
  - (a) ending the head contract, and
  - (b) that C's rights and obligations as landlord under the sub-occupation contract are to be transferred to C's landlord in accordance with sections 62 and 63.
- (7) The court may not hear S's application under subsection (6) if S has failed to comply with the requirement in subsection (4); but the court may dispense with that requirement if it considers it reasonable to do so.
- (8) C's landlord is entitled to be a party to proceedings on an application made by S under subsection (6).
- (9) If the court is satisfied that C does not consider himself or herself to be a party to the head contract and the sub-occupation contract, it may make the order applied for under subsection (6); and if it does so it must specify the date on which the head contract ends.
- (10) But the court may not make an order under subsection (9) if—
  - (a) C's landlord is a party to the proceedings,
  - (b) C's landlord asserts that the court would have made an order for possession against S, had an application for such an order been made by C in a possession claim made by C against S, and
  - (c) the court is satisfied that it would have made an order for possession against S in those circumstances.
- (11) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to C.

## **67 Excluded contract-holder's remedies**

- (1) This section applies if the court makes an order against C under section 66(9).
- (2) Before the end of the period of six months starting with the day on which the order is made, C may apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).
- (3) The grounds are—
  - (a) that S failed to give C a notice under section 66(3) or failed to make the inquiries required by section 66(5);
  - (b) that C considered himself or herself to be a party to the head contract or the sub-occupation contract or both of them and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 66(3);
  - (c) that, when S applied to the court, he or she did not have reasonable grounds for being satisfied that C considered himself or herself not to be a party to the head contract and the sub-occupation contract.

- (4) If the court finds that one or more of the grounds is made out, it may—
- (a) by order rescind its order under section 66(9), and declare that the head contract continues to have effect in relation to the dwelling, and
  - (b) make such further order as it thinks fit.

**68 Power to vary periods of time relating to exclusion after abandonment of contracts**

The Welsh Ministers may by regulations—

- (a) amend section 66(11) by substituting a different period for the period for the time being referred to;
- (b) amend section 67(2) by substituting a different period for the period for the time being referred to.

*Transfer*

**69 Form of transfer**

- (1) This section applies (subject to subsection (6)) to—
- (a) a transfer of an occupation contract by the contract-holder;
  - (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract.
- (2) The transfer must be signed or executed by each of the parties to the transfer.
- (3) If the contract requires the landlord's consent to the transfer, the transfer must also be signed or executed by the landlord.
- (4) But subsection (3) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).
- (5) A transfer to which this section applies is of no effect if it does not comply with subsection (2) and, if it applies, subsection (3).
- (6) This section does not apply to a transfer in accordance with a term included in the contract under section 139 or 142 (certain transfers of fixed term standard contracts).

**70 Effect of authorised transfer**

- (1) If an occupation contract is transferred by the contract-holder to a person ("P") in accordance with the contract and section 69, on the transfer date—
- (a) P becomes entitled to all the rights and subject to all the obligations of the contract-holder under the contract, and
  - (b) the contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (2) If a joint contract-holder's rights and obligations under an occupation contract are transferred to a person ("P") in accordance with the contract and section 69, on the transfer date—
- (a) P becomes entitled to all the rights and subject to all the obligations of the joint contract-holder under the contract, and

- (b) the joint contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (3) Subsection (2)(a) is subject to any term included in the contract because of section 141(3) or 142(3) (fixed term standard contracts: transfers of joint contract-holder's interest).
- (4) Nothing in subsection (1)(b) or (2)(b) removes any right or waives any liability accruing before the transfer date.
- (5) The transfer date is the day agreed by the contract-holder and P as the day on which the transfer takes effect.

## **71 Effect of unauthorised transfer**

- (1) This section applies to—
  - (a) a transfer of an occupation contract by the contract-holder to a person (“P”) which is not in accordance with the contract, and
  - (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract to a person (“P”) which is not in accordance with the contract.
- (2) If the landlord accepts payments from P in respect of P's occupation of the dwelling, at a time when the landlord (or in the case of joint landlords, any one of them)—
  - (a) knows that the transfer was not made in accordance with the contract, or
  - (b) ought reasonably to know that the transfer was not made in accordance with the contract,
 the transfer becomes binding on the landlord on the day immediately after the last day of the relevant period.
- (3) Section 70 applies as if—
  - (a) the transfer was made in accordance with the contract and section 69, and
  - (b) the transfer date was the day immediately after the last day of the relevant period.
- (4) The relevant period is the period of two months starting with the day on which payments are first accepted as described in subsection (2).
- (5) Subsections (2) and (3) do not apply if before the end of the relevant period the landlord—
  - (a) takes steps to end the occupation contract, or
  - (b) brings proceedings to evict P as a trespasser or otherwise shows an intention to treat P as a trespasser.
- (6) References in this section to a transfer include a purported transfer which does not comply with section 69.

## **72 Deeds and covenants**

- (1) This section applies in relation to occupation contracts which are tenancies.
- (2) Section 52 of the [Law of Property Act 1925 \(c. 20\)](#) (land must be conveyed by deed) does not apply to a transfer of the contract.

- (3) The [Landlord and Tenant \(Covenants\) Act 1995 \(c. 30\)](#) does not apply to—
- (a) a transfer by a contract-holder of any of the things mentioned in section 57(1), or by a joint contract-holder of any of the things mentioned in section 57(2), or
  - (b) a transfer which under section 28(6)(b) of that Act would be treated as an assignment of the premises.

### *Succession*

## **73 Succession on death**

- (1) This section applies on the death of the sole contract-holder under an occupation contract (subject to section 139(2), which concerns fixed term standard contracts containing certain provision about transfer on the death of a sole contract-holder).
- (2) If one person is qualified to succeed the contract-holder that person succeeds to the contract.
- (3) If more than one person is qualified to succeed the contract-holder, the person identified in accordance with section 78 succeeds to the contract.

## **74 Persons qualified to succeed**

- (1) A person is qualified to succeed the contract-holder if that person—
  - (a) is a priority successor of the contract-holder or a reserve successor of the contract-holder, and
  - (b) is not excluded by subsection (3) or (4).
- (2) But if the contract-holder was a reserve successor in relation to the occupation contract, no person is qualified to succeed him or her.
- (3) A person is excluded if he or she has not reached the age of 18 at the time of the contract-holder's death.
- (4) A person is excluded if at any time in the period of 12 months ending with the contract-holder's death he or she occupied the dwelling or part of it under a sub-occupation contract.
- (5) A person is not excluded by subsection (4) if—
  - (a) he or she is a priority successor of the contract-holder, or he or she is a reserve successor of the contract-holder who meets the family member condition in section 76(2) because of section 250(1)(a) or (b) (spouses, civil partners etc.), and
  - (b) the sub-occupation contract under which he or she occupied the dwelling or part of it ended before the contract-holder's death.

## **75 Priority successor**

- (1) A person is a priority successor of the contract-holder if—
  - (a) he or she—
    - (i) is the spouse or civil partner of the contract-holder, or
    - (ii) lives together with the contract-holder as if they were spouses or civil partners, and

- (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death.
- (2) But no person is a priority successor of the contract-holder if the contract-holder was a priority successor in relation to the occupation contract.

## **76 Reserve successor: family member**

- (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and—
  - (a) he or she meets the family member condition,
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
  - (c) if he or she meets the family member condition because of section 250(1)(c) (family members other than spouses, civil partners etc.), he or she also meets the basic residence condition.
- (2) A person meets the family member condition if he or she is a member of the contract-holder's family.
- (3) A person meets the basic residence condition if throughout the period of 12 months ending with the contract-holder's death—
  - (a) he or she occupied the dwelling, or
  - (b) he or she lived with the contract-holder.
- (4) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsections (2) and (3)(b) to the contract-holder include the person the contract-holder succeeded.

## **77 Reserve successor: carer**

- (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and—
  - (a) he or she meets the carer condition,
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
  - (c) he or she meets the carer residence condition.
- (2) A person meets the carer condition if at any time in the period of 12 months ending with the contract-holder's death he or she was a carer in relation to—
  - (a) the contract-holder, or
  - (b) a member of the contract-holder's family who, at the time the care was provided, lived with the contract-holder.
- (3) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsection (2) to the contract-holder include the person the contract-holder succeeded.
- (4) A person meets the carer residence condition if—
  - (a) he or she meets the basic residence condition, as set out in section 76(3) and (4), and
  - (b) at the time of the contract-holder's death there was no other dwelling which the person was entitled to occupy as a home.

- (5) “Carer” means a person who—
- (a) provides or intends to provide a substantial amount of care for another person on a regular basis, and
  - (b) does not provide or will not provide that care because of a contract of employment or other contract with any person.
- (6) A person does not provide care because of a contract merely because he or she is given board or lodging or because he or she may become qualified to succeed as a reserve successor.

## **78 More than one qualified successor**

- (1) This section applies where there is more than one person who is qualified to succeed the contract-holder.
- (2) If one of the persons is a priority successor, the priority successor succeeds to the contract.
- (3) If two or more of the persons are priority successors, the person who succeeds to the contract is (or the persons who succeed to the contract are)—
- (a) the priority successor (or successors) selected by agreement between the priority successors, or
  - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (4) If all the persons are reserve successors, the person who succeeds to the contract is (or the persons who succeed to the contract are)—
- (a) the person (or persons) selected by agreement between the reserve successors, or
  - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (5) Where the landlord makes a selection under subsection (3)(b), a priority successor who is not selected may appeal to the court against the landlord’s selection.
- (6) Where the landlord makes a selection under subsection (4)(b), a reserve successor who is not selected may appeal to the court against the landlord’s selection.
- (7) An appeal under subsection (5) or (6) must be brought before the end of the period of four weeks starting with the day on which the landlord notifies the person that he or she has not been selected.
- (8) The court must determine the appeal on the merits (and not by way of review).

## **79 Effect of succession**

- (1) A person who succeeds to an occupation contract under section 73(2) or sections 73(3) and 78(2) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 73(3) and 78(3) or (4) becomes a contract-holder (or become contract-holders) on the later of—
- (a) the relevant date, and

- (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(5) or (6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of—
  - (a) the relevant date, and
  - (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which the contract would have ended under section 155 if no one had been qualified to succeed to the contract.
- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors—
  - (a) are not to be treated as trespassers in relation to the dwelling, and
  - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) “The relevant successors” are the persons who—
  - (a) are qualified to succeed the contract-holder who died, and
  - (b) are living in the dwelling.

## **80 Substitute succession on early termination**

- (1) This section applies where—
  - (a) a person (“S”) succeeds to an occupation contract under section 78(2) (priority successors),
  - (b) before the end of the period of six months starting with the death of the preceding contract-holder, S gives notice under a contract-holder's notice provision that he or she intends to end the contract or agrees with the landlord that the contract should end, and
  - (c) apart from this section, the contract would end in accordance with the contract-holder's notice provision or the agreement.
- (2) The contract does not end if one or more persons are qualified to succeed the preceding contract-holder.
- (3) If one person is qualified to succeed the preceding contract-holder, that person succeeds to the contract.
- (4) If more than one person is qualified to succeed the preceding contract-holder, the person identified in accordance with section 78(4) succeeds to the contract.
- (5) Whether there is a person qualified to succeed the preceding contract-holder is to be determined by applying section 74 in relation to the preceding contract-holder; but S is to be treated as not qualified to succeed the preceding contract-holder.
- (6) In this section—
  - “the preceding contract-holder” (“*y deiliad contract blaenorol*”) is the contract-holder as a result of whose death S succeeded to the contract, and
  - “contract-holder's notice provision” (“*darpariaeth hysbysiad deiliad y contract*”) means section 163 or 168 (contract-holder's notice to end secure contract or periodic standard contract) or a contract-holder's break clause (under a fixed term standard contract).

## **81 Effect of substitute succession**

- (1) A person who succeeds to an occupation contract under section 80(3) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 80(4) and 78(4) becomes a contract-holder (or become contract-holders) under the contract on the later of—
  - (a) the relevant date, and
  - (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of—
  - (a) the relevant date, and
  - (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which, but for section 80(2), the contract would have ended.
- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors—
  - (a) are not to be treated as trespassers in relation to the dwelling, and
  - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) “The relevant successors” are the persons who—
  - (a) are qualified to succeed the contract-holder who died (and as a result of whose death the succession under section 78(2)) occurred), and
  - (b) are living in the dwelling.

## **82 Notice of rights under section 80**

- (1) This section applies where the landlord under an occupation contract—
  - (a) receives notice under a contract-holder's notice provision, or
  - (b) agrees with the contract-holder to end the contract,in the circumstances mentioned in section 80(1)(a) and (b).
- (2) The landlord must, before the end of the period of 14 days starting with the day on which the landlord receives S's notice or (as the case may be) the day on which the agreement is made, give a notice to—
  - (a) the occupiers of the dwelling (other than S), and
  - (b) any potential successors not occupying the dwelling whose address is known to the landlord (or in the case of joint landlords, any one of them).
- (3) A potential successor is a person qualified to succeed the preceding contract-holder under section 80.
- (4) The notice must—
  - (a) state that S has given notice that he or she intends to end the contract or that S and the landlord have agreed to end the contract, and
  - (b) explain the effect of section 80.

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

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### **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.
- (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.

## **CHAPTER 9**

### **LANDLORD'S CONSENT**

### **84 Landlord's consent: reasonableness**

- (1) This section applies in relation to any term of an occupation contract which permits something to be done only with the landlord's consent.
- (2) The landlord may not—
  - (a) unreasonably refuse consent, or
  - (b) consent subject to unreasonable conditions.
- (3) A request for the landlord's consent must be made in writing, and references in this section to a request are to a written request.

- (4) The landlord may ask for information to enable the landlord to deal with a request; but the landlord may not do so after the end of the period of 14 days starting with the day on which the request is made.
- (5) If the landlord asks for information which it is not reasonable to ask for, the landlord is to be treated as not having asked for that information.
- (6) If the landlord does not give or refuse consent in writing before the end of the relevant period, the landlord is to be treated as having consented without conditions.
- (7) The relevant period is the period of one month starting with the later of—
  - (a) the day on which the request for consent is made, or
  - (b) if the landlord asks for information in accordance with subsection (4), the day on which the information is provided.
- (8) If the landlord consents subject to conditions, the landlord must give the contract-holder written notice of the conditions at the same time that consent is given; and if the landlord does not do so, the landlord is to be treated as having consented without conditions.
- (9) If the landlord refuses consent or consents subject to conditions, the person who made the request may ask for a written statement of the landlord's reasons.
- (10) If the landlord does not give a written statement of reasons before the end of the period of one month starting with the day on which the statement is asked for, the landlord is to be treated as having consented without conditions.

## **85 Application to court relating to consent**

- (1) This section applies where under section 84 the landlord gives a written statement of reasons for refusing consent or consenting subject to conditions.
- (2) The person who made the request for consent may apply to the court on the ground that—
  - (a) the landlord's refusal of consent is unreasonable, or
  - (b) one or more of the conditions imposed is unreasonable.
- (3) If the court is satisfied that the ground in subsection (2)(a) is made out it may declare that the landlord unreasonably refused consent, and may also—
  - (a) declare that the landlord is to be treated as having consented without conditions, or
  - (b) direct the landlord to reconsider the request for consent.
- (4) If the court is satisfied that the ground in subsection (2)(b) is made out it may declare that one or more of the conditions imposed is unreasonable, and may also—
  - (a) declare that the landlord is to be treated as having consented without conditions or subject to those conditions that were not declared unreasonable, or
  - (b) direct the landlord to reconsider the request for consent.
- (5) If the court makes a declaration under subsection (3) or (4) it may make any other order it thinks fit.

## **86 Landlord's consent: timing**

- (1) Where a term of an occupation contract permits something to be done with the landlord's consent, the landlord may give consent after the thing has been done.
- (2) But this does not apply to—
  - (a) section 49 (adding a joint contract-holder), or
  - (b) any term of the occupation contract permitting the transfer of the contract, or of a joint contract-holder's rights and obligations under the contract.

## **CHAPTER 10**

### **COMPENSATION**

## **87 Compensation for failures relating to provision of written statements etc.**

- (1) The following sections set out the circumstances in which a landlord may be liable to pay compensation under this section—
  - (a) section 35 (failure to provide a written statement under section 31);
  - (b) section 36 (providing an incomplete written statement);
  - (c) section 37 (providing an incorrect written statement);
  - (d) section 40 (failure to provide information under section 39);
  - (e) section 110 (failure to provide written statement of variation of secure contract);
  - (f) section 129 (failure to provide written statement of variation of periodic standard contract);
  - (g) section 137 (failure to provide written statement of variation of fixed term standard contract).
- (2) Where the landlord under an occupation contract is liable to pay compensation to the contract-holder under this section, the amount of compensation payable in respect of a particular day is equivalent to the amount of rent payable under the contract in respect of that day.
- (3) If the contract provides for rent to be paid in respect of periods other than a day, the amount of rent payable in respect of a single day is the appropriate proportion of the rent payable in respect of the period in which that day falls.
- (4) If compensation is payable because of section 35, 110, 129 or 137 (failure to provide statement), the contract-holder may apply to the court for an order increasing the amount of the compensation on the ground that the landlord's failure to provide a written statement was intentional.
- (5) If compensation is payable because of section 36 or 37 (incomplete or incorrect statement), the contract-holder may apply to the court for an order increasing the amount of the compensation.
- (6) On an application under subsection (4) or (5) the court may increase the amount of the compensation payable in respect of a particular day by such percentage, not exceeding 100 per cent, as it thinks fit.

**88 Right of set off**

- (1) If the landlord under an occupation contract is liable to pay the contract-holder compensation under section 87, the contract-holder may set off that liability against rent.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**PART 4**

**CONDITION OF DWELLING**

**CHAPTER 1**

**INTRODUCTORY**

**89 Application of Part**

- (1) Chapter 2 applies to all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years (see section 90).
- (2) Chapter 3 applies to all occupation contracts.

**90 Fixed term standard contracts: determining the length of term**

- (1) This section applies for the purpose of determining the term for which a fixed term standard contract is made.
- (2) If a fixed term standard contract is a tenancy, it is to be treated as made for a term commencing with the grant of the tenancy.
- (3) If a fixed term standard contract is a licence, it is to be treated as made for a term commencing with the occupation date of the contract.
- (4) A fixed term standard contract is to be treated as made for a term of less than seven years if it is determinable at the option of the landlord before the end of the period of seven years starting with the commencement of the term.
- (5) If a fixed term standard contract confers on the contract-holder an option for renewal for a term which, together with the original term, amounts to seven years or more, it is not to be treated as made for a term of less than seven years (unless subsection (4) applies).

**CHAPTER 2****CONDITION OF DWELLING**

(THIS CHAPTER APPLIES TO ALL SECURE CONTRACTS, ALL PERIODIC STANDARD CONTRACTS, AND ALL FIXED TERM STANDARD CONTRACTS MADE FOR A TERM OF LESS THAN SEVEN YEARS)

*Landlord's obligations as to condition of dwelling***91 Landlord's obligation: fitness for human habitation**

- (1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must ensure that the dwelling is fit for human habitation—
  - (a) on the occupation date of the contract, and
  - (b) for the duration of the contract.
- (2) The reference in subsection (1) to the dwelling includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

**92 Landlord's obligation to keep dwelling in repair**

- (1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must—
  - (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
  - (b) keep in repair and proper working order the service installations in the dwelling.
- (2) If the dwelling forms part only of a building, the landlord must—
  - (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
  - (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either—
    - (i) forms part of any part of the building in which the landlord has an estate or interest, or
    - (ii) is owned by the landlord or is under the landlord's control.
- (3) The standard of repair required by subsections (1) and (2) is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.
- (4) In this Part, “service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

### **93 Obligations under sections 91 and 92: supplementary**

- (1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under section 91 or 92.
- (2) The landlord may not impose any obligation on the contract-holder in the event of the contract-holder's enforcing or relying on the landlord's obligations under section 91 or 92.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

### **94 Determination of fitness for human habitation**

- (1) The Welsh Ministers must prescribe matters and circumstances to which regard must be had when determining, for the purposes of section 91(1), whether a dwelling is fit for human habitation.
- (2) In exercising the power in subsection (1), the Welsh Ministers may prescribe matters and circumstances—
- (a) by reference to any regulations made by the Welsh Ministers under section 2 of the [Housing Act 2004 \(c. 34\)](#) (meaning of “category 1 hazard” and “category 2 hazard”);
  - (b) which may arise because of a failure to comply with an obligation under section 92.
- (3) The Welsh Ministers may by regulations—
- (a) impose requirements on landlords for the purpose of preventing any matters or circumstances which may cause a dwelling to be unfit for human habitation from arising;
  - (b) prescribe that if requirements imposed under paragraph (a) are not complied with in respect of a dwelling, the dwelling is to be treated as if it were unfit for human habitation.

#### *Limits on landlord's obligations under this Chapter*

### **95 Limits on sections 91 and 92: general**

- (1) Section 91(1) does not impose any liability on a landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- (2) Sections 91(1) and 92(1) do not require the landlord—
- (a) to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or
  - (b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

- (3) If the dwelling forms part only of a building, sections 91(1) and 92(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.
- (4) Relevant causes are fire, storm, flood or other inevitable accident.
- (5) Section 92(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the contract-holder's enjoyment of—
  - (a) the dwelling, or
  - (b) the common parts that the contract-holder is entitled to use under the occupation contract.
- (6) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

## **96 Limits on sections 91 and 92: contract-holder's fault**

- (1) Section 91(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) of the contract-holder or a permitted occupier of the dwelling.
- (2) The landlord is not obliged by section 92(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the dwelling.
- (3) “Lack of care” means a failure to take proper care—
  - (a) of the dwelling, or
  - (b) if the dwelling forms part only of a building, of the common parts that the contract-holder is entitled to use under the occupation contract.
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

## **97 Limits on sections 91 and 92: notice**

- (1) The landlord's obligations under sections 91(1)(b) and 92(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
- (2) The landlord complies with the obligations under those provisions if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.
- (3) Subsection (4) applies if—
  - (a) the landlord (the “old landlord”) transfers the old landlord's interest in the dwelling to another person (the “new landlord”), and

- (b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with section 91(1) or 92(1) or (2).
- (4) The new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

*Access to dwellings and rights of permitted occupiers*

## **98 Landlord's right to access dwelling**

- (1) The landlord may enter the dwelling at any reasonable time for the purpose of—
  - (a) inspecting its condition and state of repair, or
  - (b) carrying out works or repairs needed in order to comply with section 91 or 92.
- (2) The landlord must give at least 24 hours' notice to the contract-holder before exercising that right.
- (3) Subsection (4) applies where—
  - (a) the dwelling forms part only of a building, and
  - (b) in order to comply with section 91 or 92 the landlord needs to carry out works or repairs in another part of the building.
- (4) The landlord is not liable for failing to comply with section 91 or 92 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years.

## **99 Rights of permitted occupiers to enforce Chapter**

- (1) A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with section 91 or 92 may enforce the section in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.
- (2) But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with the occupation contract.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts, periodic standard contracts, and fixed term standard contracts made for a term of less than seven years.

## CHAPTER 3

### MISCELLANEOUS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

#### **100 Specific performance**

- (1) In any proceedings for breach of a repairing obligation under an occupation contract, the court may order specific performance of the obligation despite any equitable rule limiting the availability of that remedy.
- (2) Repairing obligations are—
  - (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and
  - (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92.

#### **101 Waste and tenant-like user**

- (1) The contract-holder under an occupation contract is not liable for waste in respect of the dwelling.
- (2) The rule of law under which a tenant has an implied duty to use demised premises in a tenant-like manner does not apply to a contract-holder if the tenancy is an occupation contract.

## PART 5

### PROVISIONS APPLYING ONLY TO SECURE CONTRACTS

## CHAPTER 1

### OVERVIEW

#### **102 Overview of Part**

- (1) Chapters 1 to 5 of this Part apply only to secure contracts, and address—
  - (a) variation of secure contracts,
  - (b) withdrawal of joint contract-holders,
  - (c) dealing (that is, taking a lodger and transferring the contract), and
  - (d) the imposition of prohibited conduct standard contracts (where the landlord is a community landlord or registered charity).
- (2) Chapter 6 contains a fundamental provision about transfer of a secure contract to a person who is a contract-holder under another secure contract; this fundamental provision is applicable to secure contracts under which the landlord is a community landlord.

## CHAPTER 2

### VARIATION OF CONTRACTS

#### **103 Variation**

- (1) A secure contract may not be varied except—
  - (a) in accordance with sections 104 to 107, or
  - (b) by or as a result of an enactment.
- (2) A variation of a secure contract (other than by or as a result of any enactment) must be in accordance with section 108.
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts; section 20 provides that subsections (1)(b) and (2) of this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

#### **104 Variation of rent**

- (1) The landlord may vary the rent payable under a secure contract by giving the contract-holder a notice setting out a new rent to take effect on the date specified in the notice.
- (2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (3) Subject to that—
  - (a) the first notice may specify any date, and
  - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts under which rent is payable.

#### **105 Variation of other consideration**

- (1) Where consideration other than rent is payable under a secure contract, the amount of consideration may be varied—
  - (a) by agreement between the landlord and the contract-holder, or
  - (b) by the landlord in accordance with subsections (2) to (4).
- (2) The landlord may give the contract-holder a notice setting out a new amount of consideration to take effect on the date specified in the notice.
- (3) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (4) Subject to that—
  - (a) the first notice may specify any date, and
  - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts under which consideration other than rent is payable.

## **106 Variation of fundamental terms**

- (1) A fundamental term of a secure contract may be varied by agreement between the landlord and the contract-holder (subject to section 108).
- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

## **107 Variation of supplementary and additional terms**

- (1) A supplementary or additional term of a secure contract may be varied (subject to section 108)—
  - (a) by agreement between the landlord and the contract-holder, or
  - (b) by the landlord giving a notice of variation to the contract-holder.
- (2) Before giving a notice of variation the landlord must give the contract-holder a preliminary notice—
  - (a) informing the contract-holder that the landlord intends to give a notice of variation,
  - (b) specifying the proposed variation and informing the contract-holder of its nature and effect, and
  - (c) inviting the contract-holder to comment on the proposed variation within the time specified in the notice.
- (3) The specified time must give the contract-holder a reasonable opportunity to comment.
- (4) The notice of variation must specify the variation effected by it and the date on which the variation takes effect.
- (5) The period between the day on which the notice of variation is given to the contract-holder and the date on which the variation takes effect may not be less than one month.
- (6) When giving a notice of variation the landlord must also provide the contract-holder with such information as the landlord considers necessary to inform the contract-holder of the nature and effect of the variation.
- (7) This section is a fundamental provision which is incorporated as a term of all secure contracts.

## **108 Limitation on variation**

- (1) A fundamental term of a secure contract incorporating any of the fundamental provisions to which subsection (2) applies may not be varied (except by or as a result of an enactment).
- (2) This subsection applies to the following fundamental provisions—
  - (a) section 103(1)(b) and (2) and this section,
  - (b) section 45 (requirement to use deposit scheme),
  - (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
  - (d) section 55 (anti-social behaviour and other prohibited conduct),
  - (e) section 148 (permissible termination),
  - (f) section 149 (possession claims),

- (g) section 155 (death of sole contract-holder), and
  - (h) section 158 (securing contract by use of false statement).
- (3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—
  - (a) unless as a result of the variation—
    - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
    - (ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder's opinion the effect of this would be that the position of the contract-holder is improved;
  - (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.
- (4) A variation of a term of a secure contract is of no effect if it would render any term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).
- (5) Subsection (4) does not apply to a variation made by or as a result of an enactment.
- (6) This section is a fundamental provision which is incorporated as a term of all secure contracts; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

## **109 Written statement of variation**

- (1) If a secure contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder—
  - (a) a written statement of the term or terms varied, or
  - (b) a written statement of the occupation contract as varied,unless the landlord has given notice of the variation in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6).
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all secure contracts.

## **110 Failure to provide written statement etc.**

- (1) If the landlord fails to comply with a requirement under section 109 the landlord is liable to pay the contract-holder compensation under section 87.

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

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- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
  - (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b) at the rate prevailing under section 6 of the [Late Payment of Commercial Debts \(Interest\) Act 1998 \(c. 20\)](#) at the end of that day.
- (5) The relevant date is the day on which the contract was varied.
- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- (7) If under section 109 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

## CHAPTER 3

### JOINT CONTRACT-HOLDERS: WITHDRAWAL

#### 111 Withdrawal

- (1) A joint contract-holder under a secure contract may withdraw from the contract by giving a notice (a "withdrawal notice") to the landlord.
- (2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the "withdrawal date").
- (3) The joint contract-holder must give a written warning to the other joint contract-holders when he or she gives the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- (5) The joint contract-holder ceases to be a party to the contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under section 163 (contract-holder's notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- (7) Subsection (3) does not apply to a notice which is treated as a withdrawal notice because of subsection (6).

- (8) This section is a fundamental provision which is incorporated as a term of all secure contracts.

## **112 Withdrawal: power to prescribe time limits**

The Welsh Ministers must prescribe supplementary provisions specifying a minimum time period between the date on which a notice under section 111 is given to the landlord, and the date specified in the notice.

# **CHAPTER 4**

## **DEALING**

### *Lodgers*

## **113 Lodgers**

- (1) The contract-holder under a secure contract may allow persons to live in the dwelling as lodgers.
- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

### *Transfers*

## **114 Transfer to potential successor**

- (1) The contract-holder under a secure contract may transfer the contract as described in this section, but only if the landlord consents.
- (2) The contract-holder may transfer the contract to—
- (a) a potential successor, or
  - (b) if there are two or more potential successors, all of the potential successors who wish to be included in the transfer.
- (3) If there is a sole contract-holder a potential successor is a person who, under section 74, would be qualified to succeed the contract-holder if the contract-holder died immediately before the transfer.
- (4) If there are joint contract-holders a potential successor is a person who, under section 74, would be qualified to succeed a joint contract-holder if—
- (a) the joint contract-holder died immediately before the transfer, and
  - (b) when the joint contract-holder died he or she was the sole contract-holder.
- (5) This section is a fundamental provision which is incorporated as a term of all secure contracts.

### **115 Transfer to a potential successor: landlord's consent**

Where a landlord refuses consent or consents subject to conditions to a transfer described in section 114, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

## **CHAPTER 5**

### **PROHIBITED CONDUCT STANDARD CONTRACTS**

### **116 Order imposing periodic standard contract because of prohibited conduct**

- (1) If the landlord under a secure contract is a community landlord or a registered charity, the landlord may apply to the court for an order under this section on the ground that the contract-holder is in breach of section 55 (anti-social behaviour and other prohibited conduct).
- (2) The effect of an order under this section is—
  - (a) to end the secure contract from a date specified in the order, and
  - (b) if the contract-holder remains in occupation after the specified date, to create a periodic standard contract whose occupation date is the date specified in the order (and which is a periodic standard contract until the end of the probationary period).
- (3) The court may make an order under this section only if it is satisfied that—
  - (a) the contract-holder is in breach of section 55,
  - (b) it would have made an order for possession on the ground in section 157 (breach of contract) in reliance only on that breach,
  - (c) the landlord will make available to the contract-holder a programme of social support the aim of which is the prevention of prohibited conduct, and
  - (d) it is reasonable to make the order.
- (4) The Welsh Ministers may issue guidance as to the activities and services (including assistance, advice and counselling services) that may be included in a programme of social support for the purposes of subsection (3).
- (5) Schedule 7 makes provision about probation periods, the procedure for obtaining an order under this section, and about the terms of a periodic standard contract created under this section.
- (6) In this Act “prohibited conduct standard contract” means a contract which is a periodic standard contract created because of an order under this section, and in relation to which the probation period has not yet ended.

### **117 Conversion to secure contract**

- (1) A periodic standard contract which arose because of an order under section 116 and which subsists at the end of the probation period—
  - (a) ends at the end of the probation period, and
  - (b) is replaced with a secure contract that has an occupation date falling immediately after that period ends.

- (2) But subsection (1) does not apply if the probation period ends because of paragraph 3(9) of Schedule 7.
- (3) Schedule 7 makes provision about the terms of a secure contract which arises at the end of a probation period.

## CHAPTER 6

### PROVISIONS APPLYING ONLY TO SECURE CONTRACTS WITH COMMUNITY LANDLORDS

#### 118 Transfer to another secure contract-holder

- (1) The contract-holder under a secure contract under which the landlord is a community landlord may transfer the contract as described in this section, but only if the landlord consents.
- (2) The contract-holder may transfer the contract to a person who—
  - (a) before the transfer is a contract-holder under a secure contract under which the landlord is a community landlord, and
  - (b) immediately before the transfer will cease to be the contract-holder under the contract mentioned in paragraph (a).
- (3) This section is a fundamental provision which is incorporated as a term of all secure contracts under which the landlord is a community landlord.

#### 119 Transfer to another secure contract-holder: landlord's consent

Where a landlord refuses consent or consents subject to conditions to a transfer described in section 118, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

## PART 6

### PROVISIONS APPLYING ONLY TO PERIODIC STANDARD CONTRACTS

## CHAPTER 1

### OVERVIEW

#### 120 Overview of Part

This Part applies only to periodic standard contracts, and addresses—

- (a) exclusion of the contract-holder from the dwelling for specified periods,
- (b) variation of periodic standard contracts, and
- (c) withdrawal of joint contract-holders.

## CHAPTER 2

### EXCLUSION FOR SPECIFIED PERIODS

#### **121 Exclusion of contract-holder from dwelling for specified periods**

- (1) A periodic standard contract may provide that the contract-holder is not entitled to occupy the dwelling as a home for such periods as are specified in the contract.
- (2) The contract may specify periods for the purpose of subsection (1) by reference to any matters reasonably ascertainable by the contract-holder (as well as by reference to specified dates).

## CHAPTER 3

### VARIATION OF CONTRACTS

#### **122 Variation**

- (1) A periodic standard contract may not be varied except—
  - (a) in accordance with sections 123 to 126, or
  - (b) by or as a result of an enactment.
- (2) A variation of a periodic standard contract (other than by or as a result of an enactment) must be in accordance with section 127.
- (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that subsections (1)(b) and (2) of this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

#### **123 Variation of rent**

- (1) The landlord may vary the rent payable under a periodic standard contract by giving the contract-holder a notice setting out a new rent to take effect on the date specified in the notice.
- (2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (3) Subject to that—
  - (a) the first notice may specify any date, and
  - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts under which rent is payable.

#### **124 Variation of other consideration**

- (1) Where consideration other than rent is payable under a periodic standard contract, the amount of consideration may be varied—

- (a) by agreement between the landlord and the contract-holder, or
  - (b) by the landlord in accordance with subsections (2) to (4).
- (2) The landlord may give the contract-holder a notice setting out a new amount of consideration to take effect on the date specified in the notice.
- (3) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (4) Subject to that—
  - (a) the first notice may specify any date, and
  - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.
- (5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts under which consideration other than rent is payable.

## **125 Variation of other terms**

- (1) The fundamental terms, supplementary terms and additional terms of a periodic standard contract may be varied (subject to section 127)—
  - (a) by agreement between the landlord and the contract-holder, or
  - (b) by the landlord in accordance with section 126.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; but subsection (1)(b) is not incorporated as a term of a periodic standard contract which does not incorporate section 173 (landlord's notice to end contract).

## **126 Variation by landlord of other terms: notice procedure**

- (1) The landlord may give the contract-holder notice that unless the contract-holder consents to a variation of the contract under section 125, the landlord will make a possession claim on the ground in section 178 (landlord's notice).
- (2) But the landlord may not give notice under subsection (1) at any time when the landlord is prevented from giving the contract-holder notice under section 173 (landlord's notice to end contract) by section 175 (notice may not be given during first four months of occupation), section 176 (breach of information requirements) or section 177 (breach of security or deposit requirements).
- (3) A notice under subsection (1) must—
  - (a) specify the nature of the variation and the date on which the variation is to take effect, and
  - (b) inform the contract-holder that the notice also has effect as a notice under section 173 (landlord's notice to end contract).
- (4) The date specified as the date on which the variation is to take effect may not be less than two months after the day on which the notice is given to the contract-holder.
- (5) If the contract-holder does not give written consent to the variation on or before the date on which it is to take effect, the landlord may make a possession claim on the ground in section 178 (landlord's notice).

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

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- (6) If the landlord satisfies the requirements of this section, the landlord is to be treated for the purposes of making the possession claim as having given notice to end the contract under section 173 (and section 179(1)(a) is to be read as if it referred to the date specified in the notice in accordance with subsection (3)(a) of this section).
- (7) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which do not incorporate section 173 (landlord's notice to end contract).

## **127 Limitation on variation**

- (1) A fundamental term of a periodic standard contract incorporating any of the fundamental provisions to which subsection (2) applies may not be varied (except by or as a result of an enactment).
- (2) This subsection applies to the following fundamental provisions—
  - (a) section 122(1)(b) and (2) and this section,
  - (b) section 45 (requirement to use deposit scheme) and section 177 (breach of deposit requirements),
  - (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
  - (d) section 55 (anti-social behaviour and other prohibited conduct),
  - (e) section 148 (permissible termination),
  - (f) section 149 (possession claims),
  - (g) section 155 (death of sole contract-holder),
  - (h) section 158 (securing contract by use of false statement),
  - (i) section 175 (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation), and
  - (j) paragraph 7 of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract).
- (3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—
  - (a) unless as a result of the variation—
    - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
    - (ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder's opinion the effect of this would be that the position of the contract-holder is improved;
  - (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.
- (4) A variation of a term of a periodic standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).
- (5) Subsection (4) does not apply to a variation made by or as a result of an enactment.

- (6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that this section—
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

## **128 Written statement of variation**

- (1) If a periodic standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder—
- (a) a written statement of the term or terms varied, or
  - (b) a written statement of the contract as varied,
- unless the landlord has given notice of the variation in accordance with section 123, 124(2) to (4) or 126(1) to (4).
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

## **129 Failure to provide written statement etc.**

- (1) If the landlord under a periodic standard contract fails to comply with a requirement under section 128 the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
- (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b) at the rate prevailing under section 6 of the [Late Payment of Commercial Debts \(Interest\) Act 1998 \(c. 20\)](#) at the end of that day.
- (5) The relevant date is the day on which the contract was varied.
- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- (7) If under section 128 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

## CHAPTER 4

### JOINT CONTRACT-HOLDERS: WITHDRAWAL

#### 130 Withdrawal

- (1) A joint contract-holder under a periodic standard contract may withdraw from the contract by giving a notice (a “withdrawal notice”) to the landlord.
- (2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the “withdrawal date”).
- (3) The joint contract-holder must give a written warning to the other joint contract-holders when he or she gives the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- (5) The joint contract-holder ceases to be a party to the contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under section 168 (contract-holder’s notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- (7) Subsection (3) does not apply to a notice which is treated as a withdrawal notice because of subsection (6).
- (8) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

#### 131 Withdrawal: power to prescribe time limits

The Welsh Ministers must prescribe supplementary provisions specifying a minimum time period between the date on which a notice under section 130 is given to the landlord, and the date specified in the notice.

## PART 7

### PROVISIONS APPLYING ONLY TO FIXED TERM STANDARD CONTRACTS

## CHAPTER 1

### OVERVIEW

#### 132 Overview of Part

This Part applies only to fixed term standard contracts, and addresses—

- (a) exclusion of the contract-holder from the dwelling for specified periods,
- (b) variation of fixed term standard contracts,

- (c) withdrawal of joint contract-holders from certain fixed term standard contracts, and
- (d) dealing (that is, transfers).

## CHAPTER 2

### EXCLUSION FOR SPECIFIED PERIODS

#### **133 Exclusion of contract-holder from dwelling for specified periods**

- (1) A fixed term standard contract may provide that the contract-holder is not entitled to occupy the dwelling as a home for such periods as are specified in the contract.
- (2) The contract may specify periods for the purpose of subsection (1) by reference to any matters reasonably ascertainable by the contract-holder (as well as by reference to specified dates).

## CHAPTER 3

### VARIATION OF CONTRACTS

#### **134 Variation**

- (1) A fixed term standard contract may not be varied except—
  - (a) by agreement between the landlord and the contract-holder, or
  - (b) by or as a result of an enactment.
- (2) A variation of a fixed term standard contract (other than by or as a result of an enactment) must be in accordance with section 135.
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts; section 20 provides that subsections (1)(b) and (2) of this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

#### **135 Limitation on variation**

- (1) A fundamental term of a fixed term standard contract which incorporates any of the fundamental provisions to which subsection (2) applies may not be varied (other than by or as a result of an enactment).
- (2) This subsection applies to the following fundamental provisions—
  - (a) section 134(1)(b) and (2) and this section,
  - (b) section 45 (requirement to use deposit scheme),
  - (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
  - (d) section 55 (anti-social behaviour and other prohibited conduct),
  - (e) section 148 (permissible termination),
  - (f) section 149 (possession claims),

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- (g) section 155 (death of sole contract-holder),
  - (h) section 158 (securing contract by use of false statement),
  - (i) section 186(2) and (4) (restriction on ending fixed term standard contract during first six months of occupation),
  - (j) section 196 (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation), and
  - (k) section 198 (breach of deposit requirements: contracts with a landlord's break clause).
- (3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—
- (a) unless as a result of the variation—
    - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
    - (ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but in the contract-holder's opinion the effect of this would be that the position of the contract-holder is improved;
  - (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.
- (4) A variation of a term of a fixed term standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).
- (5) Subsection (4) does not apply to a variation made by or as a result of an enactment.
- (6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts, but subsection (2)(k) is not incorporated as a term of a contract which does not have a contract-holder's break clause; section 20 provides that this section—
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

## **136 Written statement of variation**

- (1) If a fixed term standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder—
- (a) a written statement of the term or terms varied, or
  - (b) a written statement of the contract as varied.
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

### **137 Failure to provide written statement etc.**

- (1) If the landlord under a fixed term standard contract fails to comply with a requirement under section 136 the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
  - (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract as varied, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the [Late Payment of Commercial Debts \(Interest\) Act 1998 \(c. 20\)](#) at the end of that day.
- (5) The relevant date is the day on which the contract was varied.
- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- (7) If under section 136 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

## **CHAPTER 4**

### **JOINT CONTRACT-HOLDERS: WITHDRAWAL**

### **138 Withdrawal of joint contract-holder using contract-holder's break clause**

- (1) If a fixed term standard contract contains a contract-holder's break clause, it may provide that if there are joint contract-holders, a notice given to the landlord by one or more (but not all) of them that purports to be a notice under the break clause is to be treated as a notice that the joint contract-holder intends (or the joint contract-holders intend) to withdraw from the contract ("a withdrawal notice").
- (2) If it does so, it must also make provision equivalent to subsections (4) and (5) of sections 111 and 130.

## CHAPTER 5

### DEALING: TRANSFERS

#### *Sole contract-holder*

#### **139    Transfer on death of sole contract-holder**

- (1) A fixed term standard contract may provide that on the death of a sole contract-holder, the contract may be transferred in the course of the administration of the contract-holder's estate.
- (2) Section 73 (right to succeed) does not apply to a fixed term standard contract that contains such provision.
- (3) Section 155 (termination of contract on death) is not incorporated as a term of a fixed term standard contract that contains such provision.

#### *Joint contract-holders*

#### **140    Forced transfers**

- (1) A fixed term standard contract may provide that if there are joint contract-holders, one or more of them may require the other joint contract-holder or joint contract-holders to join in a transfer of the contract in accordance with the contract.
- (2) If the contract contains such provision, the joint contract-holder or joint contract-holders wishing to transfer the occupation contract may apply to the court for an order that the other joint contract-holder or joint contract-holders join in the transfer.
- (3) The court may make the order applied for if it thinks fit.

#### **141    Joint contract-holder's interest**

- (1) This section applies if a fixed term standard contract provides that a joint contract-holder may transfer his or her rights and obligations under the contract.
- (2) The contract must also provide that a transfer may not be made unless the transferor gives notice to the other joint contract-holders that a transfer will be made.
- (3) The contract must also provide that the transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

#### **142    Transfer on death of joint contract-holder**

- (1) This section applies if a fixed term standard contract provides that on the death of a joint contract-holder his or her rights and obligations under the contract may be transferred in the course of the administration of his or her estate.
- (2) The contract must also provide that a transfer may not be made unless the joint contract-holder gives notice to the other joint contract-holders before his or her death that such a transfer will be made.

- (3) The contract must also provide that the transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

## **PART 8**

### **SUPPORTED STANDARD CONTRACTS**

#### **143 Supported standard contract and supported accommodation**

- (1) In this Act “supported standard contract” means a standard contract which relates to supported accommodation.
- (2) For the purposes of this Act accommodation is “supported accommodation” if—
- (a) it is provided by a community landlord or a registered charity,
  - (b) the landlord or charity (or a person acting on behalf of the landlord or charity) provides support services to a person entitled to occupy the accommodation, and
  - (c) there is a connection between provision of the accommodation and provision of the support services.
- (3) Accommodation in a care institution (within the meaning of paragraph 4 of Schedule 2) is not supported accommodation.
- (4) “Support services” include—
- (a) support in controlling or overcoming addiction,
  - (b) support in finding employment or alternative accommodation, and
  - (c) supporting someone who finds it difficult to live independently because of age, illness, disability or any other reason.
- (5) “Support” includes the provision of advice, training, guidance and counselling.

#### **144 Mobility**

- (1) A supported standard contract may provide that the dwelling subject to the contract is the dwelling, within a building specified in the contract, as is from time to time specified by the landlord.
- (2) If it does so, then references in this Act to the dwelling subject to the occupation contract are to be read as references to the dwelling for the time being specified by the landlord.

#### **145 Temporary exclusion**

- (1) If the landlord under a supported standard contract reasonably believes that a contract-holder has done anything within subsection (2), the landlord may require the contract-holder—
- (a) to leave the dwelling, and
  - (b) not to return to the dwelling for a specified period.
- (2) The acts are—
- (a) using violence against any person in the dwelling,

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- (b) doing something in the dwelling which creates a risk of significant harm to any person, and
  - (c) behaving in the dwelling in a way which seriously impedes the ability of another resident of supported accommodation provided by the landlord to benefit from the support provided in connection with that accommodation.
- (3) The period specified under subsection (1)(b) may not be longer than 48 hours.
- (4) The landlord must give a contract-holder required to leave the dwelling under this section a notice setting out the reasons why he or she is required to leave, and must do so—
- (a) when requiring him or her to leave, or
  - (b) as soon as reasonably practicable afterwards.
- (5) The landlord may use the power conferred by this section, in relation to a particular contract-holder, no more than three times in any period of six months.
- (6) In this section (except in subsection (2)(c) and this subsection) references to “the landlord” include references to any person designated by the landlord as entitled to exercise the power under this section in relation to the dwelling.
- (7) In this section “dwelling” includes any common parts.
- (8) This section is a fundamental provision which is incorporated as a term of all supported standard contracts.

#### **146 Temporary exclusion: guidance**

- (1) The Welsh Ministers must issue guidance about the exercise by landlords of their functions under section 145.
- (2) In the exercise of those functions, a landlord must have regard to guidance issued under subsection (1).

## **PART 9**

### **TERMINATION ETC. OF OCCUPATION CONTRACTS**

## **CHAPTER 1**

### **OVERVIEW AND INTRODUCTORY PROVISIONS**

#### *Overview*

#### **147 Overview of Part**

The following table provides an overview of this Part—

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TABLE 1

CHAPTER	OCCUPATION CONTRACTS TO WHICH IT APPLIES	CONTENT OF CHAPTER
1	All occupation contracts (except section 151, which applies only to introductory standard contracts and prohibited conduct standard contracts)	(a) ways in which occupation contracts may be ended, (b) circumstances in which landlords may make a claim to the court for recovery of possession of a dwelling, and (c) “possession notices”, which are notices landlords must give to contract-holders before making a possession claim under section 157 (breach of contract), section 161 (in relation to estate management grounds), sections 165 or 170 (recovery of possession after contract-holder’s notice), section 181 or 187 (serious rent arrears) or section 191 (recovery of possession after use of contract-holder’s break clause).
2	All occupation contracts	Certain circumstances in which occupation contracts can end without a possession claim.
3	All occupation contracts	Landlords’ possession claims on— (a) ground of contract-holder’s breach of contract, and (b) estate management grounds.

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CHAPTER	OCCUPATION CONTRACTS TO WHICH IT APPLIES	CONTENT OF CHAPTER
4	Secure contracts	Contract-holder's right to end the contract.
5	Periodic standard contracts	(a) contract-holder's right to end the contract, and (b) rights of landlord to end the contract and make a possession claim.
6 and 7	Fixed term standard contracts	(a) what happens at the end of the term, (b) contract-holder's right to end the contract, and (c) rights of landlord to end the contract and make a possession claim.
8	Introductory standard contracts and prohibited conduct standard contracts	Review by landlord, when required by contract-holder, of landlord's decision to give a notice requiring possession on certain grounds.
9 and 10	All occupation contracts	(a) powers of court in relation to all possession claims, and (b) powers of court in relation to possession claims concerning discretionary grounds for possession.
11	Secure contracts	Powers and duties of court in relation to possession claims concerning a contract-holder's notice.
12	Standard contracts	Powers and duties of court in relation to possession claims concerning absolute grounds for possession.
13 to 15	All occupation contracts	(a) rights of landlord in relation to abandonment of dwelling by contract-holder,

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CHAPTER	OCCUPATION CONTRACTS TO WHICH IT APPLIES	CONTENT OF CHAPTER
		(b) termination and exclusion where there are joint contract-holders, and (c) forfeiture and notices to quit not available in relation to occupation contracts.

*Permissible termination, possession claims and notices requiring possession*

#### **148 Permissible termination etc.**

- (1) An occupation contract may be ended only in accordance with—
  - (a) the fundamental terms of the contract which incorporate fundamental provisions set out in this Part or other terms included in the contract in accordance with this Part, or
  - (b) an enactment.
- (2) Nothing in this section affects—
  - (a) any right of the landlord or contract-holder to rescind the contract, or
  - (b) the operation of the law of frustration.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

#### **149 Possession claims**

- (1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the dwelling from the contract-holder (“a possession claim”) only in the circumstances set out in Chapters 3 to 5 and 7.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

#### **150 Possession notices**

- (1) This section applies in relation to a possession notice which a landlord is required to give to a contract-holder before making a possession claim.
- (2) The notice must (in addition to specifying the ground on which the claim will be made)—
  - (a) state the landlord’s intention to make a possession claim,
  - (b) give particulars of the ground, and

- (c) state the date after which the landlord is able to make a possession claim.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

*Notices requiring possession: introductory standard  
 contracts and prohibited conduct standard contracts*

**151 Introductory standard contracts and prohibited conduct standard contracts:  
 notices under sections 173 and 181**

- (1) Subsection (2) applies in relation to—
  - (a) a notice given under section 173 (landlord’s notice) in connection with an introductory standard contract or a prohibited conduct standard contract;
  - (b) a possession notice given under section 181 (serious rent arrears) in connection with an introductory standard contract or a prohibited conduct standard contract.
- (2) The notice must (in addition to complying with any other requirements under this Act) inform the contract-holder of the right to apply for a review under section 202 (review by landlord), and of the time by which the application must be made.
- (3) This section is a fundamental provision which is incorporated as a term of all introductory standard contracts and prohibited conduct standard contracts.

## CHAPTER 2

### TERMINATION ETC. WITHOUT A POSSESSION CLAIM

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

**152 Early termination by contract-holder**

- (1) The contract-holder may end the occupation contract at any time before the earlier of—
  - (a) the landlord giving the contract-holder a written statement of the contract under section 31(1), or
  - (b) the occupation date.
- (2) To end the contract under subsection (1), the contract-holder must give a notice to the landlord stating that he or she is ending the contract.
- (3) On giving the notice to the landlord, the contract-holder—
  - (a) ceases to have any liability under the contract, and
  - (b) becomes entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with the contract.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**153 Termination by agreement**

- (1) If the landlord and the contract-holder under an occupation contract agree to end the contract, the contract ends—
  - (a) when the contract-holder gives up possession of the dwelling in accordance with the agreement, or
  - (b) if he or she does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- (2) An occupation contract is a substitute occupation contract if—
  - (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
  - (b) a contract-holder under it was also a contract-holder under the original contract.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**154 Repudiatory breach by landlord**

- (1) If the landlord under an occupation contract commits a repudiatory breach of contract and the contract-holder gives up possession of the dwelling because of that breach, the contract ends when the contract-holder gives up possession of the dwelling.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**155 Death of sole contract-holder**

- (1) If the sole contract-holder under an occupation contract dies, the contract ends—
  - (a) one month after the death of the contract-holder, or
  - (b) if earlier, when the landlord is given notice of the death by the authorised persons.
- (2) The authorised persons are—
  - (a) the contract-holder's personal representatives, or
  - (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.
- (3) The contract does not end if under section 74 one or more persons are qualified to succeed the contract-holder.
- (4) The contract does not end if, at the contract-holder's death, a family property order has effect which requires the contract-holder to transfer the contract to another person.
- (5) If, after the contract-holder's death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends—
  - (a) when the order ceases to have effect, or
  - (b) if later, at the time the contract would end under subsection (1).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts, except fixed term standard contracts that contain the provision

mentioned in section 139(1) (transfer on death of sole contract holder); section 20 provides that this section—

- (a) must be incorporated, and
- (b) must not be incorporated with modifications.

#### **156 Death of landlord where occupation contract is a licence**

An occupation contract which is a licence ends on the death of the landlord.

### **CHAPTER 3**

#### **TERMINATION OF ALL OCCUPATION CONTRACTS (POSSESSION CLAIMS BY LANDLORDS)**

##### *Breach of contract*

#### **157 Breach of contract**

- (1) If the contract-holder under an occupation contract breaches the contract, the landlord may on that ground make a possession claim.
- (2) Section 209 provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10).
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **158 False statement inducing landlord to make contract to be treated as breach of contract**

- (1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement—
  - (a) the contract-holder is to be treated as being in breach of the occupation contract, and
  - (b) the landlord may accordingly make a possession claim on the ground in section 157 (breach of contract).
- (2) A false statement is relevant if it is made knowingly or recklessly by—
  - (a) the contract-holder, or
  - (b) another person acting at the contract-holder's instigation.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

#### **159 Restrictions on section 157**

- (1) Before making a possession claim on the ground in section 157, the landlord must give the contract-holder a possession notice specifying that ground.

- (2) The landlord may make a possession claim in reliance on a breach of section 55 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives the contract-holder a possession notice specifying a breach of that section.
- (3) The landlord may not make a possession claim in reliance on a breach of any other term of the contract before the end of the period of one month starting with the day on which the landlord gives the contract-holder a possession notice specifying a breach of that term.
- (4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives the contract-holder the possession notice.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### *Estate management grounds*

### **160 Estate management grounds**

- (1) The landlord under an occupation contract may make a possession claim on one or more of the estate management grounds.
- (2) The estate management grounds are set out in Part 1 of Schedule 8 (paragraph 10 of that Schedule provides that Part 1 of that Schedule is a fundamental provision applicable to all occupation contracts).
- (3) Section 210 provides that the court may not make an order for possession on an estate management ground unless—
  - (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10), and
  - (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11) is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to the contract-holder a sum equal to the reasonable expenses likely to be incurred by the contract-holder in moving from the dwelling.
- (5) Subsection (4) does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

### **161 Restrictions on section 160**

- (1) Before making a possession claim on an estate management ground, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord 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.
- (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.
- (4) The landlord may not give the contract-holder a possession notice specifying estate management Ground G (accommodation not required by successor)—
- (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
  - (b) after the end of the period of twelve months starting with that day.
- (5) The landlord may not give the contract-holder a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under the contract ended.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## **162 Estate management grounds: redevelopment schemes**

Part 2 of Schedule 8 (approval of redevelopment schemes) makes provision supplementing estate management Ground B.

## **CHAPTER 4**

### **TERMINATION OF SECURE CONTRACTS (CONTRACT-HOLDER'S NOTICE)**

## **163 Contract-holder's notice**

- (1) The contract-holder under a secure 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 secure contracts.

## **164 Minimum notice period**

- (1) The date specified in a notice under section 163 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 secure contracts.

**165 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 163, the landlord may on that ground make a possession claim.
- (2) Section 212 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 secure contracts.

**166 Restrictions on section 165**

- (1) Before making a possession claim on the ground in section 165 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 165 after the end of the period of two months starting with the date specified in the notice under section 163 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 secure contracts.

**167 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 163, 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 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 secure 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.
- (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.

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- (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.
- (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

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- (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;
  - (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).

**CHAPTER 6**

**FIXED TERM STANDARD CONTRACTS: END OF THE FIXED TERM**

**184 End of fixed term**

- (1) A fixed term standard contract ends at the end of the term for which it is made.
- (2) If the contract-holder remains in occupation of the dwelling after the end of the term, the landlord and the contract-holder are to be treated as having made a new periodic standard contract in relation to the dwelling.
- (3) The new contract—
- (a) has an occupation date falling immediately after the end of the fixed term, and
  - (b) has rental periods that are the same as those for which rent was last payable under the fixed term contract.
- (4) The fundamental and supplementary provisions applicable to periodic standard contracts are incorporated as terms of the new contract without modification.

- (5) Subject to subsections (3) and (4), the new contract has the same terms as the fixed term contract immediately before it ended.
- (6) A new occupation contract does not arise as described in subsection (2) if the landlord and the contract-holder have made a new occupation contract in relation to the same (or substantially the same) dwelling which has an occupation date falling immediately after the fixed term contract ends.
- (7) If, before or on the occupation date of a new occupation contract arising as described in subsection (2) or (6)—
  - (a) the contract-holder enters into an obligation to do an act which will cause the new contract to end, or
  - (b) the contract-holder gives any notice or other document that would, but for this subsection, cause the new contract to end,
 the obligation is unenforceable or (as the case may be) the notice or document is of no effect.
- (8) 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 periodic standard contract arising under subsection (2).

**185      Written statement may address periodic standard contract arising under section 184(2)**

- (1) A written statement of a fixed term standard contract may, as regards the periodic standard contract which may arise under section 184(2) (“the potential contract”), set out what the terms of that contract would be under section 184(3) to (5) by—
  - (a) identifying the terms of the fixed term standard contract that will not be terms of the potential contract, and setting out the terms that will apply only to the potential contract, or
  - (b) separately setting out all of the terms of the potential contract.
- (2) Where a written statement of a fixed term standard contract addresses the potential contract in accordance with subsection (1)—
  - (a) the written statement is not incorrect (see section 37) merely because it addresses the potential contract;
  - (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 potential contract, and
  - (c) the terms of the potential contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).

## CHAPTER 7

### TERMINATION OF FIXED TERM STANDARD CONTRACTS

#### *End of fixed term: landlord's notice*

#### **186 Landlord's notice in connection with end of term**

- (1) The landlord under a fixed term standard contract may, before or on the last day of the term for which the contract was made, give the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.
- (2) The specified date may not be less than six months after—
  - (a) the occupation date of the contract, or
  - (b) if the contract is a substitute contract, the occupation date of the original contract.
- (3) Subject to subsection (2), the specified date—
  - (a) may not be before the last day of the term for which the contract was made, and
  - (b) may not be less than two months after the day on which the notice is given to the contract-holder.
- (4) 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.
- (5) If the landlord gives the contract-holder a notice under subsection (1), the landlord may on that ground make a possession claim.
- (6) 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).
- (7) The landlord may not make a possession claim on that ground before the end of the fixed term standard contract.
- (8) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts; subsections (2) and (4) are fundamental provisions which are

incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which—

- (a) do not incorporate subsection (1) as a term of the contract, or
- (b) are within Schedule 9 (whether or not they incorporate subsection (1) as a term of the contract),

and section 20 provides that those subsections must be incorporated, and must not be incorporated with modifications.

*Termination by landlord: serious rent arrears*

**187 Serious rent arrears**

- (1) If the contract-holder under a fixed term standard contract is seriously in arrears with his or her rent, 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;
  - (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 fixed term standard contracts.

**188 Restrictions on section 187**

- (1) Before making a possession claim on the ground in section 187, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord 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) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

*Contract-holder's break clause*

**189 Contract-holder's break clause**

- (1) A fixed term standard contract may contain a term enabling the contract-holder to end the contract before the end of the fixed term by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.
- (2) References in this Act to a contract-holder's break clause, in relation to a fixed term standard contract, are to the term mentioned in subsection (1).

**190 Minimum notice period**

- (1) The date specified in a notice under a contract-holder's break clause 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 fixed term standard contracts with a contract-holder's break clause.

**191 Recovery of possession**

- (1) If a contract-holder fails to give up possession of the dwelling on the date specified in a notice under a contract-holder's break clause, 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 (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 fixed term standard contracts with a contract-holder's break clause.

**192 Restrictions on section 191**

- (1) Before making a possession claim on the ground in section 191 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 191 after the end of the period of two months starting with the date specified in the notice under the contract-holder's break clause 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 fixed term standard contracts with a contract-holder's break clause.

### **193 Termination of contract under contract-holder's break clause**

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under the contract-holder's break clause, 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 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 fixed term standard contracts with a contract-holder's break clause.

#### *Landlord's break clause*

### **194 Landlord's break clause**

- (1) A fixed term standard contract may contain a term enabling the landlord to end the contract before the end of the fixed term 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) References in this Act to a landlord's break clause, in relation to a fixed term standard contract, are to the term mentioned in subsection (1).

### **195 Minimum notice period**

- (1) The date specified in a notice under a landlord's break clause 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 fixed term standard contracts with a landlord's break clause.

### **196 Restrictions on use of landlord's break clause: first four months of occupation**

- (1) The landlord may not give notice under a landlord's break clause 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 a landlord's break clause 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.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which—
  - (a) do not have a landlord’s break clause, or
  - (b) are within Schedule 9 (whether or not they have a landlord’s break clause),
 and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.

#### **197 Restrictions on use of landlord’s break clause: 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 a landlord’s break clause 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 notice under a landlord’s break clause 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 fixed term standard contracts with a landlord’s break clause.

#### **198 Restrictions on use of landlord’s break clause: security and deposit requirements**

- (1) The landlord may not give notice under a landlord’s break clause 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 a landlord’s break clause 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

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- (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 fixed term standard contracts with a landlord's break clause; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

## **199 Recovery of possession**

- (1) If the landlord gives the contract-holder a notice under the landlord's break clause, 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) 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 fixed term standard contracts with a landlord's break clause.

## **200 Restriction on section 199**

- (1) The landlord may not make a possession claim on the ground in section 199—
  - (a) before the date specified in the notice given by the landlord to the contract-holder under the landlord's break clause, 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 fixed term standard contracts with a landlord's break clause.

## **201 Termination of contract under landlord's break clause**

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under the landlord's break clause, 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 fixed term standard contracts with a landlord's break clause.

## CHAPTER 8

### REVIEW BY LANDLORD OF DECISION TO GIVE NOTICE REQUIRING POSSESSION

(THIS CHAPTER APPLIES ONLY TO INTRODUCTORY STANDARD  
CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS)

#### **202 Review of decision to terminate introductory standard contract or prohibited conduct standard contract**

- (1) This section applies only in relation to introductory standard contracts and prohibited conduct standard contracts.
- (2) If the landlord decides to give a contract-holder a notice under section 173 (landlord's notice) or a possession notice specifying the ground in section 181 (serious rent arrears), the contract-holder may request that the landlord carries out a review of that decision.
- (3) A request for a review 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.

#### **203 Landlord's review of decision to give a notice**

- (1) If the contract-holder, in accordance with section 202, requests a review of the landlord's decision to give a notice, the landlord must carry out the review.
- (2) Following a review, the landlord may—
  - (a) confirm the decision to give the notice, or
  - (b) reverse the decision.
- (3) The landlord must notify the contract-holder of the outcome of the review before the date after which the landlord is able to make a possession claim.
- (4) If the landlord confirms the decision, the notice must set out the reasons for the confirmation.
- (5) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this section.
- (6) Regulations under subsection (5) 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.

## CHAPTER 9

### POSSESSION CLAIMS: POWERS OF COURT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

#### 204 Possession claims

- (1) The court may not hear a possession claim made by the landlord under an occupation contract—
  - (a) if the landlord has failed to act in accordance with whichever of the following sections apply—
    - (i) section 126 (variation of periodic standard contract by landlord's notice);
    - (ii) section 159 (restrictions on making a possession claim following breach of contract);
    - (iii) section 161 (restrictions on making a possession claim on estate management grounds);
    - (iv) section 166 (restrictions on making a possession claim following contract-holder's notice: secure contracts);
    - (v) section 171 (restrictions on making a possession claim following contract-holder's notice: periodic standard contracts);
    - (vi) section 175 (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation);
    - (vii) sections 176, 177 and 179 (restrictions relating to landlord's notice: periodic standard contracts);
    - (viii) section 182 (restrictions on making a possession claim following serious rent arrears: periodic standard contracts);
    - (ix) section 186 (restrictions relating to notice in connection with the end of fixed term);
    - (x) section 188 (restrictions on making a possession claim following serious rent arrears: fixed term standard contracts);
    - (xi) section 192 (restrictions on making a possession claim following use of contract-holder's break clause in a fixed term standard contract);
    - (xii) section 196 (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation);
    - (xiii) sections 197, 198 and 200 (restrictions relating to landlord's break clause in a fixed term standard contract);
    - (xiv) section 203 (review of a decision to give a notice requiring possession: introductory standard contracts and prohibited conduct standard contracts), or
  - (b) if the landlord was required to give a possession notice and has failed to comply with section 150 or (in relation to an introductory standard contract or a prohibited conduct standard contract) section 151.

- (2) Subsection (1) does not apply if the court considers it reasonable to dispense with the requirements mentioned in that subsection.
- (3) Subsection (1) does not apply to an application for an order for possession against a sub-holder under section 65(2) (extended possession order).

## **205 Orders for possession**

- (1) The court may make an order requiring the contract-holder under an occupation contract to give up possession of the dwelling only on one or more of the grounds in—
  - (a) section 157 (breach of contract);
  - (b) section 160 (estate management);
  - (c) section 165 (contract-holder's notice: secure contracts);
  - (d) section 170 (contract-holder's notice: periodic standard contracts);
  - (e) section 178 (landlord's notice: periodic standard contracts);
  - (f) section 181 (serious rent arrears: periodic standard contracts);
  - (g) section 186 (landlord's notice in connection with end of fixed term);
  - (h) section 187 (serious rent arrears: fixed term standard contracts);
  - (i) section 191 (contract-holder's notice: fixed term standard contracts);
  - (j) section 199 (landlord's notice: fixed term standard contracts).
- (2) Where the landlord is required to give the contract-holder a possession notice, the court may not make an order for possession on a ground that is not specified in the landlord's possession notice.
- (3) But the court may allow the ground (or grounds) specified in the possession notice to be altered or added to at any time before the court makes an order for possession.

## **206 Effect of order for possession**

- (1) If the court makes an order requiring the contract-holder under an occupation contract to give up possession of the dwelling on a date specified in the order, the contract ends—
  - (a) if the contract-holder gives up possession of the dwelling on or before that date, on that date,
  - (b) if the contract-holder gives up possession of the dwelling after that date but before the order for possession is executed, on the day on which he or she gives up possession of the dwelling, or
  - (c) if the contract-holder does not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.
- (2) Subsection (3) applies if—
  - (a) it is a condition of the order that the landlord must offer a new occupation contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
  - (b) that joint contract-holder (or those joint contract-holders) continue to occupy the dwelling on and after the occupation date of the new contract.
- (3) The occupation contract in relation to which the order for possession was made ends immediately before the occupation date of the new contract.

- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## **207 Participation in proceedings**

- (1) A person occupying a dwelling subject to an occupation contract who has home rights is entitled, so long as the person remains in occupation—
- (a) to be a party to any proceedings on a possession claim relating to the dwelling, or in connection with an order for possession of the dwelling, or
  - (b) to seek an adjournment, postponement, stay or suspension under section 211, 214 or 219.
- (2) “Home rights” has the meaning given by section 30(2) of the [Family Law Act 1996](#) (c. 27).

## **208 Misrepresentation or concealment of facts used to obtain order for possession**

- (1) This section applies if, after the landlord under an occupation contract obtains an order for possession against the contract-holder, the court is satisfied that the order was obtained by misrepresentation or concealment of material facts.
- (2) The court may order the landlord to pay to the contract-holder such sum as appears sufficient compensation for damage or loss sustained by the contract-holder as a result of the order.

# **CHAPTER 10**

## **POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO DISCRETIONARY GROUNDS**

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

## **209 Breach of contract ground**

- (1) This section applies if the landlord under an occupation contract makes a possession claim on the ground in section 157 (breach of contract).
- (2) The court may not make an order for possession on that ground unless it considers it reasonable to do so.
- (3) The court is not prevented from making an order for possession on that ground merely because the contract-holder ceased to be in breach of the contract before the landlord made the possession claim.
- (4) Schedule 10 makes provision as regards the reasonableness of making an order for possession.

## **210 Estate management grounds**

- (1) This section applies if the landlord under an occupation contract makes a possession claim under section 160 on one or more of the estate management grounds.

- (2) The court may not make an order for possession on that ground (or those grounds) unless—
  - (a) it considers it reasonable to do so, and
  - (b) it is satisfied that suitable alternative accommodation is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (3) Schedule 10 makes provision as regards the reasonableness of making an order for possession.
- (4) Whether suitable alternative accommodation is, or will be, available to the contract-holder is to be determined in accordance with Schedule 11.
- (5) If the landlord makes a possession claim on estate management Ground B and the redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the court may not make an order for possession unless it is satisfied that the conditions are or will be met.
- (6) If the court makes an order for possession and the landlord is required to pay the contract-holder a sum under section 160(4), the sum payable—
  - (a) if not agreed between the landlord and contract-holder, is to be determined by the court, and
  - (b) is recoverable from the landlord as a civil debt.

## **211 Powers to adjourn proceedings and postpone giving up of possession**

- (1) If a landlord's possession claim relies on the ground in section 157 (breach of contract) or on one or more of the estate management grounds, the court may adjourn proceedings on the claim for such period or periods as it considers reasonable.
- (2) If the court makes an order for possession under section 209 or 210, it may (on making the order or at any time before the order is executed) postpone the giving up of possession for such period or periods as it thinks fit.
- (3) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.
- (4) On an adjournment or postponement under this section, the court must impose conditions as regards—
  - (a) payment by the contract-holder of arrears of rent (if any), and
  - (b) continued payment of rent (if any),unless it considers that to do so would cause exceptional hardship to the contract-holder or would otherwise be unreasonable.
- (5) The court may impose any other conditions it thinks fit.
- (6) If the contract-holder complies with the conditions, the court may discharge the order for possession.
- (7) Schedule 10 makes provision as regards the reasonableness of an adjournment or postponement.

## CHAPTER 11

### POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS

(THIS CHAPTER APPLIES ONLY TO SECURE CONTRACTS)

#### **212 Contract-holder's notice ground**

- (1) This section applies if—
  - (a) the landlord under a secure contract makes a possession claim on the ground in section 165 (contract-holder's notice), and
  - (b) the court is satisfied that the ground is made out.
- (2) The court 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 subject to section 213 (review by the county court).

#### **213 Review of claim made on absolute ground**

- (1) This section applies if a landlord under a secure contract makes a possession claim in the county court on the ground in section 165 (contract-holder fails to give up possession following a contract-holder's notice), and—
  - (a) the landlord is a community landlord, or
  - (b) the landlord's decision to make a possession claim on that ground is subject to judicial review.
- (2) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord's decision to make the claim.
- (3) The county court may confirm or quash the decision.
- (4) 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.
- (5) If the county court quashes the decision it may—
  - (a) set aside the possession notice and dismiss the possession proceedings;
  - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (6) The contract-holder may not make an application under subsection (2) after an order for possession has been made in respect of the dwelling.

#### **214 Powers to postpone giving up of possession**

- (1) This section applies if the court makes an order for possession of a dwelling under section 212.
- (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.

- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

## CHAPTER 12

### POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS

(THIS CHAPTER APPLIES ONLY TO STANDARD CONTRACTS)

*Absolute grounds for possession relating to standard contracts*

#### 215 Notice grounds

- (1) Subsection (2) applies if—
  - (a) the landlord under a standard contract makes a possession claim on the ground in section 170 or 191 (contract-holder's notice) or section 186 (landlord's notice in connection with end of fixed term), and
  - (b) the court is satisfied that the ground is made out.
- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) Subsection (4) applies if—
  - (a) the landlord under a standard contract makes a possession claim on the ground in section 178 or 199 (landlord's notice), and
  - (b) the court is satisfied that the ground is made out.
- (4) The court must make an order for possession of the dwelling unless section 217 (retaliatory evictions) applies (and subject to any available defence based on the contract-holder's Convention rights).
- (5) This section is subject to section 218 (review by the county court).

#### 216 Serious rent arrears grounds

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 181 or 187 (serious rent arrears).
- (2) If the court 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 a possession notice, and
  - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim,it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).

- (3) Section 181(2) or (as the case may be) section 187(2) applies for determining whether a contract-holder is seriously in arrears with his or her rent.
- (4) This section is subject to section 218 (review by the county court).

*Retaliatory eviction: absolute ground that becomes a discretionary ground*

## **217 Retaliatory possession claims to avoid obligations to repair etc.**

- (1) This section applies if—
  - (a) a landlord under a standard contract makes a possession claim on the ground in section 178 or section 199 (landlord's notice), and
  - (b) the court considers that the claim is a retaliatory claim.
- (2) The court may refuse to make an order for possession.
- (3) A possession claim is a retaliatory claim if—
  - (a) the contract-holder has enforced or relied on the landlord's obligations under section 91 or 92, and
  - (b) the court is satisfied that the landlord has made the possession claim to avoid complying with those obligations.
- (4) The Welsh Ministers may by regulations amend this section for the purpose of providing for further descriptions of retaliatory claim.

*Review and postponement*

## **218 Review of claim made on absolute ground**

- (1) This section applies if a landlord under a standard contract makes a possession claim in the county court on a ground in a section to which subsection (2) applies, and—
  - (a) the landlord is a community landlord, or
  - (b) the landlord's decision to make a possession claim on that ground is subject to judicial review.
- (2) This subsection applies to the following sections—
  - (a) section 170 (contract-holder's notice: periodic standard contracts),
  - (b) section 178 (landlord's notice: periodic standard contracts),
  - (c) section 181 (serious rent arrears: periodic standard contracts),
  - (d) section 186 (landlord's notice in connection with end of fixed term),
  - (e) section 187 (serious rent arrears: fixed term standard contracts),
  - (f) section 191 (contract-holder's notice: fixed term standard contracts), and
  - (g) section 199 (landlord's notice: fixed term standard contracts).
- (3) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord's decision to make the claim.
- (4) The contract-holder may make an application under this section regardless of whether he or she requested a review by the landlord under section 202 (introductory standard contracts and prohibited conduct standard contracts).

- (5) The contract-holder may not make an application under this section on the ground that the possession claim was a retaliatory claim (within the meaning of section 217).
- (6) The county court may confirm or quash the decision to make the claim.
- (7) 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.
- (8) If the county court quashes the decision it may—
  - (a) set aside the possession notice or (as the case may be) the landlord's notice and dismiss the possession proceedings;
  - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (9) The contract-holder may not make an application under subsection (3) after an order for possession has been made in respect of the dwelling.

## **219 Powers to postpone giving up of possession**

- (1) This section applies if the court makes an order for possession of a dwelling under section 215 or 216.
- (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.
- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

## **CHAPTER 13**

### **ABANDONMENT**

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

## **220 Possession of abandoned dwellings**

- (1) If the landlord under a relevant occupation contract believes that the contract-holder has abandoned the dwelling, the landlord may recover possession of the dwelling in accordance with this section.
- (2) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home.
- (3) The landlord must give the contract-holder notice—
  - (a) stating that the landlord believes that the contract-holder has abandoned the dwelling,
  - (b) requiring the contract-holder to inform the landlord in writing before the end of the warning period if the contract-holder has not abandoned the dwelling, and

- (c) informing the contract-holder of the landlord's intention to end the contract if at the end of the warning period the landlord is satisfied that the contract-holder has abandoned the dwelling.
- (4) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that the contract-holder has abandoned the dwelling.
- (5) At the end of the warning period the landlord may, if satisfied as described in subsection (4), end the contract by giving the contract-holder a notice.
- (6) The contract ends when the notice under subsection (5) is given to the contract-holder.
- (7) If an occupation contract is ended under this section the landlord may recover possession of the dwelling without court proceedings.
- (8) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to the contract-holder.
- (9) The landlord must give a copy of a notice under subsection (3) and a copy of a notice under subsection (5) to any lodger or sub-holder of the contract-holder.

## **221 Disposal of property**

- (1) The Welsh Ministers may by regulations make provision in connection with safeguarding property (other than the landlord's property) that is in the dwelling when a contract ends under section 220, and delivering it to its owner.
- (2) The regulations may, amongst other things—
  - (a) provide that delivery of property is conditional on payment of expenses incurred by the landlord;
  - (b) authorise the disposal of property after a prescribed period;
  - (c) allow the landlord to apply any proceeds from selling property in satisfaction of expenses incurred by the landlord and amounts due from the contract-holder under the contract.

## **222 Contract-holder's remedies**

- (1) A contract-holder may, before the end of the period of six months starting with the day on which he or she is given notice under section 220(5), apply to the court on a ground in subsection (2) for a declaration or order under subsection (3).
- (2) The grounds are—
  - (a) that the landlord failed to give notice under section 220(3) or failed to make the inquiries required by section 220(4);
  - (b) that the contract-holder had not abandoned the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 220(3);
  - (c) that when the landlord gave the notice to the contract-holder under section 220(5) the landlord did not have reasonable grounds for being satisfied that the contract-holder had abandoned the dwelling.
- (3) If the court finds that one or more of the grounds is made out it may—
  - (a) make a declaration that the notice under section 220(5) is of no effect and the occupation contract continues to have effect in relation to the dwelling,

- (b) order the landlord to provide suitable alternative accommodation to the contract-holder, or
  - (c) make any other order it thinks fit.
- (4) If the court does either of the things mentioned in paragraph (a) or (b) of subsection (3), it may make such further order as it thinks fit.
- (5) The suitability of alternative accommodation is to be determined in accordance with Schedule 11.

## **223 Power to vary periods of time relating to abandonment**

The Welsh Ministers may by regulations—

- (a) amend section 220(8) by substituting a different period of time for the period for the time being referred to;
- (b) amend section 222(1) by substituting a different period of time for the period for the time being referred to.

## **224 Rights of entry**

- (1) Subsection (2) applies if the landlord under a relevant occupation contract reasonably believes that the contract-holder has abandoned the dwelling.
- (2) The landlord may enter the dwelling at any time in order to make it secure or to safeguard its contents and any fixtures or fittings, and may use reasonable force to do so.
- (3) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home.

# **CHAPTER 14**

## **JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION**

### **(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)**

#### *Exclusion of joint contract-holders*

## **225 Non-occupation: exclusion by landlord**

- (1) If the landlord under an occupation contract believes that a joint contract-holder who is required to occupy the dwelling (“J”)—
  - (a) does not occupy the dwelling, and
  - (b) does not intend to occupy it,
 the landlord may end J’s rights and obligations in accordance with this section.
- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.
- (3) The landlord must give J notice—

- (a) stating that the landlord believes that J does not occupy, and does not intend to occupy, the dwelling,
  - (b) requiring J to inform the landlord in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and
  - (c) informing J of the landlord's intention to end J's rights and obligations under the contract if at the end of the warning period the landlord is satisfied that J does not occupy, and does not intend to occupy, the dwelling.
- (4) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.
- (5) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that J does not occupy the dwelling and does not intend to occupy it.
- (6) At the end of the warning period the landlord may, if satisfied as described in subsection (5), end J's rights and obligations under the contract by giving him or her a notice.
- (7) J ceases to be a party to the contract at the end of the period of eight weeks starting with the day on which he or she is given notice under subsection (6).
- (8) The landlord must give a copy of a notice under subsection (3) and (if one was given to J) a copy of a notice under subsection (6) to each of the other joint contract-holders.

## **226 Remedies for exclusion under section 225**

- (1) J may, before the end of the period of eight weeks starting with the day on which he or she is given notice under section 225(6), apply to the court on a ground in subsection (2) for a declaration under subsection (3).
- (2) The grounds are—
- (a) that the landlord failed to give notice under section 225(3) or failed to make the inquiries required by section 225(5);
  - (b) that J occupied, or intended to occupy, the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 225(3);
  - (c) that when the landlord gave the notice to J under section 225(6) the landlord did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.
- (3) If the court finds that one or more of the grounds are made out it may—
- (a) make a declaration that the notice under section 225(6) is of no effect and that J continues to be a party to the contract, and
  - (b) make such further order as it thinks fit.

## **227 Non-occupation: exclusion by joint contract-holder**

- (1) If a joint contract-holder ("C") believes that another joint contract-holder ("J") who is required under an occupation contract to occupy the dwelling—
- (a) does not occupy the dwelling, and
  - (b) does not intend to occupy it,

J's rights and obligations under the contract may be ended in accordance with this section.

- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.
- (3) C must give J notice—
  - (a) stating that C believes that J does not occupy, and does not intend to occupy, the dwelling,
  - (b) requiring J to inform C in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and
  - (c) informing J that if at the end of the warning period C is satisfied that J does not occupy, and does not intend to occupy, the dwelling, J's rights and obligations under the contract may be ended.
- (4) C must give a copy of a notice under subsection (3)—
  - (a) to the landlord, and
  - (b) if there are joint contract-holders other than C and J, to each of those other joint contract-holders.
- (5) During the warning period C must make such inquiries as are necessary to satisfy himself or herself that J does not occupy the dwelling and does not intend to occupy it.
- (6) At the end of the warning period C may, if satisfied as described in subsection (5), apply to the court for an order ending J's rights and obligations under the occupation contract.
- (7) If the court is satisfied that J does not occupy, and does not intend to occupy, the dwelling, it may make the order applied for under subsection (6).
- (8) But it may not make the order if the fact that J does not occupy, and does not intend to occupy, the dwelling is attributable to C or another joint contract-holder failing to comply with section 55 (anti-social behaviour and other prohibited conduct).
- (9) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.
- (10) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.

## **228 Remedies for exclusion under section 227**

- (1) Subsection (2) applies if the court makes an order under section 227(7) ending J's rights and obligations under the occupation contract.
- (2) J may, before the end of the period of six months starting with the day on which the order is made, apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).
- (3) The grounds are—
  - (a) that C failed to give notice under section 227(3) or failed to make the inquiries required by section 227(5);

- (b) that J occupied or intended to occupy the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 227(3);
  - (c) that when C applied to the court he or she did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.
- (4) If the court finds that one or more of the grounds is made out it may—
- (a) by order rescind its order under section 227, and declare that J continues to be a party to the occupation contract, and
  - (b) make such further order as it thinks fit.

## **229 Power to vary periods of time relating to exclusion of joint contract-holder**

The Welsh Ministers may by regulations—

- (a) amend section 225(4) by substituting a different period of time for the period for the time being referred to;
- (b) amend section 226(1) by substituting a different period of time for the period for the time being referred to;
- (c) amend section 227(10) by substituting a different period of time for the period for the time being referred to;
- (d) amend section 228(2) by substituting a different period of time for the period for the time being referred to.

## **230 Prohibited conduct: exclusion by landlord**

- (1) If the landlord under an occupation contract believes that a joint contract-holder (“J”) is in breach of section 55 (anti-social behaviour and other prohibited conduct), J’s rights and obligations under the contract may be ended in accordance with this section.
- (2) The landlord must give J a notice—
  - (a) stating that the landlord believes that J is in breach of section 55,
  - (b) specifying particulars of the breach, and
  - (c) stating that the landlord will apply to the court for an order ending J’s rights and obligations under the contract.
- (3) The landlord must give a notice to the other joint contract-holders stating that the landlord—
  - (a) believes that J is in breach of section 55, and
  - (b) will apply to the court for an order ending J’s rights and obligations under the contract.
- (4) The landlord may apply to the court for an order ending J’s rights and obligations under the contract at any time before the end of the period of six months starting with the day on which the landlord gives J the notice under subsection (2).
- (5) The court may make such an order if it would have made an order for possession against J, had the circumstances been those mentioned in subsection (6).
- (6) The circumstances are that—
  - (a) J was the sole contract-holder under the contract, and

- (b) the landlord had made a possession claim against J on the ground that J was in breach of section 55.
- (7) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.

### *Termination*

#### **231 Termination of occupation contract with joint contract-holders**

- (1) If there are joint contract-holders under an occupation contract, the contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## **CHAPTER 15**

### **FORFEITURE AND NOTICES TO QUIT NOT AVAILABLE**

#### **232 Forfeiture and notices to quit**

- (1) A landlord under an occupation contract may not rely on—
  - (a) any provision in the contract for re-entry or forfeiture, or
  - (b) any enactment (other than this Act or an enactment made under it) or rule of law as to re-entry or forfeiture.
- (2) A landlord under an occupation contract may not serve a notice to quit.
- (3) Accordingly any provision in an occupation contract for re-entry or forfeiture, or relating to a landlord's notice to quit or the circumstances in which such a notice may be served, is of no effect.

## **PART 10**

### **MISCELLANEOUS**

#### **CHAPTER 1**

### **FURTHER PROVISIONS RELATING TO OCCUPATION CONTRACTS**

### *Effect of reaching 18*

#### **233 Effect of reaching 18**

- (1) This section applies to a tenancy or licence which is not an occupation contract because paragraph 7(2) of Schedule 2 (all those with whom tenancy or licence is made are under 18) applies to it.

- (2) When the relevant person reaches the age of 18, the following questions are to be determined as if the tenancy or licence were made on the day the person reaches that age—
  - (a) whether the tenancy or licence is an occupation contract,
  - (b) the identity of the contract-holders under the contract, and
  - (c) whether it is a secure contract or a standard contract.
- (3) The relevant person—
  - (a) if the tenancy or licence is made with one person, is that person, and
  - (b) if the tenancy or licence is made with more than one person, is the first of them to reach the age of 18.

*Consultation obligations of community landlords*

## **234 Consultation arrangements**

- (1) A community landlord must make and maintain such arrangements as it considers appropriate—
  - (a) for informing contract-holders under occupation contracts with the landlord of relevant proposals on housing management matters, and
  - (b) for giving the contract-holders a reasonable opportunity to comment on the proposals.
- (2) The duties in subsection (1)—
  - (a) apply only where a relevant proposal on a housing management matter is likely to substantially affect all the contract-holders under occupation contracts with the landlord, or a relevant group of such contract-holders, and
  - (b) apply only in relation to the contract-holders who are likely to be substantially affected.
- (3) Before making any decision on a relevant proposal on a housing management matter, the landlord must consider any comments made by contract-holders in accordance with the arrangements.
- (4) “Relevant proposal on a housing management matter” means a proposal that, in the opinion of the landlord, is about—
  - (a) a new programme of maintenance, improvement or demolition of dwellings subject to occupation contracts, or
  - (b) a change in the practice or policy of the landlord in relation to management, maintenance, improvement or demolition of such dwellings.
- (5) But a proposal is not a relevant proposal on a housing management matter so far as it relates to—
  - (a) the rent payable or other consideration due to the landlord, or
  - (b) charges for services and facilities provided by the landlord.
- (6) “Relevant group” means a group that—
  - (a) forms a distinct social group, or
  - (b) occupies dwellings which constitute a distinct class (whether by reference to the kind of dwelling, or the housing estate or other larger area in which they are situated).

- (7) This section is subject to paragraph 12(7) in Part 2 of Schedule 8 (approval of redevelopment schemes).

### **235 Statement of consultation arrangements**

- (1) A landlord required to make arrangements under section 234 must prepare and publish a statement of the arrangements.
- (2) If the landlord is a local housing authority, it must make a copy of the statement available at the landlord's principal office for inspection at all reasonable times, without charge, by members of the public.
- (3) If the landlord is a registered social landlord or a private registered provider of social housing, it must send a copy of the statement to the Welsh Ministers and the local housing authority for the area in which the dwellings are situated.
- (4) A local housing authority to which a copy is sent under subsection (3) must make it available at its principal office for inspection at all reasonable times, without charge, by members of the public.
- (5) The landlord must give a copy of the statement—
  - (a) to any contract-holder under an occupation contract with the landlord who asks for one, free of charge, and
  - (b) to any other person who asks for one, on payment of a reasonable fee.
- (6) The landlord must also—
  - (a) prepare a summary of the statement, and
  - (b) provide a copy of the summary without charge to any person who asks for one.

#### *Notices, statements and other documents*

### **236 Form of notices, statements and other documents**

- (1) This section applies to any notice or other document (including a copy of a document) required or authorised to be given or made by or because of this Act.
- (2) The notice or document must be in writing.
- (3) The Welsh Ministers may prescribe the form of the notice or document and, unless the regulations provide otherwise, a notice or document not in the prescribed form is of no effect.
- (4) The notice or document may be in electronic form (subject to section 237(4)) provided it—
  - (a) has the certified electronic signature of each person by whom it is required to be signed or executed, and
  - (b) complies with such other conditions as may be prescribed.
- (5) A notice or document within subsection (4) is to be treated as signed or executed by each person whose certified electronic signature it has.
- (6) If a notice or document in electronic form is authenticated by a person as agent, it is to be regarded for the purposes of any enactment as authenticated by that person under the written authority of that person's principal.

- (7) References to an electronic signature and to the certification of such a signature are to be read in accordance with section 7(2) and (3) of the [Electronic Communications Act 2000 \(c. 7\)](#).

### **237 Giving notices, statements and other documents**

- (1) This section applies where this Act requires or authorises a person to—
  - (a) notify a person of something, or
  - (b) give a document to a person (including a notice or a copy of a document).
- (2) The notification or document may be given to a person—
  - (a) by delivering it to the person,
  - (b) by leaving it at, or posting it to, one of the places mentioned in subsection (3), or
  - (c) if the conditions in subsection (4) are complied with, by sending it to the person in electronic form.
- (3) The places are—
  - (a) the person's last known residence or place of business,
  - (b) any place specified by the person as a place where the person may be given notifications or documents, or
  - (c) if the notification or document is given to a person in that person's capacity as a contract-holder, the dwelling subject to the occupation contract.
- (4) A notification or document may be given to a person by sending it in an electronic form if it complies with the conditions in, and any conditions under, section 236(4) and—
  - (a) the person has indicated a willingness to receive the notification or document electronically,
  - (b) the text is received by the person in legible form, and
  - (c) the text is capable of being used for subsequent reference.
- (5) The notification or document may be given to a body corporate by being given to the secretary or clerk of that body.
- (6) A notification or document given to a person by leaving it at any of the places mentioned in subsection (3) is to be treated as having been given at the time at which it was left at that place.

## **CHAPTER 2**

### **TRESPASSERS: IMPLIED TENANCIES AND LICENCES**

### **238 Implied tenancies and licences**

- (1) This section applies if—
  - (a) a dwelling which is not subject to an occupation contract is occupied as a home by a person ("T") who is a trespasser in relation to that dwelling, and
  - (b) T makes payments in respect of his or her occupation of the dwelling to a person ("P") who would be entitled (whether alone or jointly) to bring proceedings to evict T as a trespasser.

- (2) If P accepts such payments from T—
- (a) knowing that T is a trespasser in relation to the dwelling, or
  - (b) at a time when P ought reasonably to know that T is a trespasser in relation to the dwelling,
- P is to be treated as having made a periodic contract with T immediately after the end of the relevant period.
- (3) The relevant period is the period of two months starting with the day on which P first accepts a payment from T as mentioned in subsection (2).
- (4) Subsection (2) does not apply if before the end of the relevant period P brings proceedings to evict T as a trespasser or otherwise shows an intention to treat T as a trespasser.
- (5) A contract under subsection (2) is either a tenancy or a licence.
- (6) The tenancy or licence entitles T to occupy the dwelling as a home from the day immediately after the last day of the relevant period.
- (7) The amount of rent and rental periods are to be determined having regard to the amount and frequency of the payment or payments made by T and any other relevant circumstances.
- (8) A tenancy or licence under which T is entitled to occupy the dwelling as a home may not be implied except as provided in this section; but nothing in this section prevents P and T expressly making such a tenancy or licence before the end of the relevant period.

### CHAPTER 3

#### TENANCIES AND LICENCES EXISTING BEFORE COMMENCEMENT OF THIS CHAPTER

#### **239 Abolition of assured, secure and other tenancies**

- (1) On and after the appointed day, no tenancy or licence (whenever made) can be—
- (a) a restricted contract;
  - (b) a protected shorthold tenancy;
  - (c) a secure tenancy;
  - (d) an assured tenancy (including an assured shorthold tenancy);
  - (e) an introductory tenancy;
  - (f) a demoted tenancy.
- (2) If, immediately before the appointed day, the landlord under a protected or statutory tenancy might have recovered possession of the dwelling-house subject to the tenancy under Case 19 of Schedule 15 to the [Rent Act 1977 \(c. 42\)](#) (former protected shorthold tenancies), the tenancy ceases to be a protected or statutory tenancy on the appointed day.
- (3) Nothing in this section ends a tenancy or licence within subsection (1) or (2).

## **240 Conversion of tenancies and licences existing before commencement of Chapter**

- (1) For the purposes of determining the matters in subsection (2), a tenancy or licence which existed immediately before the appointed day is to be treated as if it were made on the appointed day.
- (2) The matters are—
  - (a) whether the tenancy or licence is an occupation contract,
  - (b) the identity of the contract-holders under the contract, and
  - (c) whether the contract is a secure contract or a standard contract.
- (3) Subsections (4) to (7) apply to a tenancy or licence which becomes an occupation contract on the appointed day.
- (4) The fundamental provisions applicable to the contract are incorporated as terms of the contract.
- (5) The existing terms of the contract continue to have effect, except to the extent that they—
  - (a) are incompatible with a fundamental provision incorporated as a term of the contract, or
  - (b) are terms of the contract because of an enactment repealed or revoked under this Act.
- (6) The supplementary provisions applicable to the contract are incorporated as terms of the contract, except to the extent that they are incompatible with the existing terms of the contract.
- (7) This section is subject to Schedule 12 (which makes further provision about existing tenancies and licences, modifies the application of this Act, and includes a fundamental provision incorporated into certain standard contracts).

## **241 Pre-existing contracts**

- (1) This section applies where, on or after the appointed day, a tenancy or licence is made in pursuance of a contract made before the day on which the order specifying the appointed day is made by the Welsh Ministers.
- (2) Section 240 and Schedule 12 apply to the tenancy or licence as if—
  - (a) the day on which it is made is the appointed day, and
  - (b) immediately before that day it was a tenancy or licence of the kind it would have been on that day but for this Act.
- (3) Paragraphs 2(3), 4(1) and (3), 11, 12, 13 and 23(3) and (7) of Schedule 12 do not apply in relation to the tenancy or licence.

## **242 Interpretation of Chapter**

In this Chapter—

“the appointed day” (“*y diwrnod penodedig*”) is the day appointed under section 257 as the day on which section 239 comes into force;

“assured shorthold tenancy” (“*tenantiaeth fyrddaliol sicr*”) has the same meaning as in the [Housing Act 1988 \(c. 50\)](#);

“assured tenancy” (“*tenantiaeth sicr*”) has the same meaning as in the Housing Act 1988 (and includes an assured shorthold tenancy);

“demoted tenancy” (“*tenantiaeth isradd*”) means a tenancy to which section 143A of the [Housing Act 1996 \(c. 52\)](#) applies;

“introductory tenancy” (“*tenantiaeth ragarweiniol*”) has the same meaning as in the Housing Act 1996;

“protected shorthold tenancy” (“*tenantiaeth fyrddaliol warchodedig*”), “protected tenancy” (“*tenantiaeth warchodedig*”), “restricted contract” (“*contract cyfyngedig*”) and “statutory tenancy” (“*tenantiaeth statudol*”) have the same meaning as in the [Rent Act 1977 \(c. 42\)](#);

“secure tenancy” (“*tenantiaeth ddiogel*”) has the same meaning as in the [Housing Act 1985 \(c. 68\)](#), but it does not include a housing association tenancy within the meaning of section 86 of the Rent Act 1977.

## PART 11

### FINAL PROVISIONS

#### *Interpretation of Act*

#### **243 Local authority and other authorities**

- (1) This section applies for the purposes of interpreting this Act.
- (2) The following are local authorities—
  - (a) a county council for an area in Wales,
  - (b) a county borough council, and
  - (c) a police and crime commissioner for a police area in Wales.
- (3) “Local housing authority” (other than in paragraph 12 of Schedule 2) means a county council for an area in Wales or a county borough council.
- (4) “Housing action trust” means a housing action trust established under Part 3 of the [Housing Act 1988 \(c. 50\)](#) and includes any body established under section 88 of that Act.
- (5) “New town corporation” has the same meaning as in the [Housing Act 1985 \(c. 68\)](#) (see section 4 of that Act).
- (6) “Urban development corporation” means an urban development corporation established under Part 16 of the [Local Government, Planning and Land Act 1980 \(c. 65\)](#) and includes any body established under section 165B of that Act.

#### **244 Landlord, lodger and permitted occupier**

- (1) This section applies for the purposes of interpreting this Act.
- (2) The landlord, in relation to an occupation contract, is the person that is (or purports to be) entitled to confer on an individual a right to occupy the dwelling as a home.

- (3) A person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 (accommodation shared with landlord).
- (4) But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.
- (5) A person is a permitted occupier of a dwelling subject to an occupation contract if—
  - (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or
  - (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

#### **245 Occupation date of an occupation contract**

In this Act, the occupation date of an occupation contract is the day on which the contract-holder is entitled to begin occupying the dwelling.

#### **246 Dwelling**

- (1) For the purposes of this Act “dwelling” means a dwelling which is wholly in Wales, and—
  - (a) does not include any structure or vehicle which is capable of being moved from one place to another, but
  - (b) includes any land occupied together with the dwelling, unless the land is agricultural land exceeding 0.809 hectares.
- (2) “Agricultural land” means—
  - (a) land used as arable, meadow or pasture ground only;
  - (b) land used for a plantation or a wood or for the growth of saleable underwood;
  - (c) land used for the purpose of poultry farming, market gardens, nursery grounds, orchards or allotments, including allotment gardens within the meaning of the [Allotments Act 1922 \(c. 51\)](#),

but does not include land occupied together with a house as a park, gardens (other than as mentioned in paragraph (c)) or pleasure grounds, land used mainly or exclusively for purposes of sport or recreation or land used as a racecourse.
- (3) Dwelling, in relation to an occupation contract, means the dwelling subject to the contract.

#### **247 Meaning of “variation” of occupation contract**

In this Act “variation”, in relation to an occupation contract—

- (a) includes the addition or removal of a term of the contract;
- (b) does not include any change in the identity of the landlord or contract-holder under the contract.

#### **248 The court**

In this Act “the court” means the High Court or the county court.

**249 Lease, tenancy and related expressions**

- (1) In this Act “lease” and “tenancy” have the same meaning.
- (2) Both expressions include—
  - (a) a sub-lease or a sub-tenancy, and
  - (b) a lease or tenancy (or a sub-lease or sub-tenancy) in equity.
- (3) The expressions “lessor” and “lessee” and “landlord” and “tenant”, and references to letting, to the grant or making of a lease or to covenants or terms, are to be read accordingly.
- (4) “Tenancy” and “licence” mean a tenancy or licence relating to a dwelling (see section 246).

**250 Members of a family**

- (1) A person is a member of another’s family for the purposes of this Act if—
  - (a) he or she is the spouse or civil partner of that person,
  - (b) he or she and that person live together as if they were spouses or civil partners, or
  - (c) he or she is that person’s parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- (2) For the purposes of subsection (1)(c)—
  - (a) a relationship by marriage or civil partnership is to be treated as a relationship by blood,
  - (b) a relationship between persons who have only one parent in common is to be treated as a relationship between persons who have both parents in common, and
  - (c) except for the purposes of paragraph (b), the stepchild of a person is to be treated as his or her child.

**251 Family property order**

- (1) For the purposes of this Act a family property order is an order under—
  - (a) section 24 of the [Matrimonial Causes Act 1973 \(c. 18\)](#) (property adjustment orders in connection with matrimonial proceedings),
  - (b) section 17 or 22 of the [Matrimonial and Family Proceedings Act 1984 \(c. 42\)](#) (property adjustment orders etc. after overseas divorce),
  - (c) paragraph 1 of Schedule 1 to the [Children Act 1989 \(c. 41\)](#) (orders for financial relief against parents),
  - (d) Schedule 7 to the [Family Law Act 1996 \(c. 27\)](#) (transfer of tenancies on divorce or separation),
  - (e) Part 2 of Schedule 5 to the [Civil Partnership Act 2004 \(c. 33\)](#) (property adjustment orders in connection with civil partnership), or
  - (f) paragraph 9 or 13 of Schedule 7 to that Act (property adjustment orders etc. on overseas dissolution of civil partnership).
- (2) An order under Schedule 1 to the [Matrimonial Homes Act 1983 \(c. 19\)](#) (as it continues to have effect because of Schedule 9 to the Family Law Act 1996) is also a family property order.

252
Minor definitions

In this Act—

“common parts” (*“rhannau cyffredin”*), in relation to a dwelling subject to an occupation contract, means—

- (a) any part of a building comprising that dwelling, and
- (b) any other premises (including any other dwelling),

which the contract-holder is entitled under the terms of the contract to use in common with others;

“contract of employment” (*“contract cyflogaeth”*) means a contract of service or apprenticeship, whether express or implied and (if it is express) whether oral or in writing;

“Convention rights” (*“hawliau Confensiwn”*) has the same meaning as in the [Human Rights Act 1998 \(c. 42\)](#);

“enactment” (*“deddfiad”*) means an enactment (whenever enacted or made, unless the contrary intention appears) comprised in, or in an instrument made under—

- (a) an Act of Parliament, or
- (b) a Measure or an Act of the National Assembly for Wales (including this Act);

“fixed term contract” (*“contract cyfnod penodol”*) means an occupation contract that is not a periodic contract;

“housing association” (*“cymdeithas dai”*) has the same meaning as in the [Housing Associations Act 1985 \(c. 69\)](#) (see section 1 of that Act);

“housing trust” (*“ymddiriedolaeth dai”*) has the same meaning as in that Act (see section 2 of that Act);

“prescribed” (*“rhagnodedig”*) means prescribed by regulations made by the Welsh Ministers;

“registered charity” (*“elusen gofrestredig”*) means a charity registered under the [Charities Act 2011 \(c. 25\)](#);

“rent” (*“rhent”*) includes a sum payable under a licence;

“rental period” (*“cyfnod rhentu”*) means a period in respect of which a payment of rent falls to be made.

253
Index of terms

The following table contains an index of terms used in this Act (other than in sections or paragraphs where the term used is defined or explained in that section or paragraph)

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### *Crown application*

#### **254 Crown application**

This Act applies to the Crown.

### *Consequential and transitional provision etc.*

#### **255 Power to make consequential and transitional provision etc.**

- (1) If the Welsh Ministers consider it necessary or expedient for the purpose of giving full effect to any provision of this Act, or in consequence of any such provision, they may by regulations make—
  - (a) any supplemental, incidental, or consequential provision, and
  - (b) any transitory, transitional or saving provision.
- (2) Regulations under subsection (1) may amend, repeal, revoke or modify any enactment (including a provision of this Act) enacted or made on or before the day on which this Act receives Royal Assent.

### *Regulations*

#### **256 Regulations**

- (1) Any power to make regulations under this Act—
  - (a) is exercisable by statutory instrument,
  - (b) may be exercised so as to make different provision for different cases or descriptions of case or different purposes or areas,
  - (c) may be exercised so as to make different provision for different kinds or descriptions of occupation contract, unless the power applies only in relation to particular kinds or descriptions of occupation contract, and
  - (d) includes power to make incidental, supplementary, consequential, transitory, transitional or saving provision.
- (2) Regulations under this Act may make consequential amendments to, and modifications, repeals and revocations of, an enactment other than a provision of this Act.

- (3) Regulations to which this subsection applies may not be made unless a draft of the statutory instrument containing the regulations (whether alone or with regulations to which this subsection does not apply) has been laid before, and approved by a resolution of, the National Assembly for Wales.
- (4) Subsection (3) applies to regulations under—
- (a) section 9 (power to amend that section),
  - (b) section 22 (powers in relation to fundamental provisions),
  - (c) section 56 (power to amend section 55),
  - (d) section 68 (power to amend sections 66 and 67),
  - (e) section 217 (power to amend that section),
  - (f) section 223 (power to amend sections 220 and 222),
  - (g) section 229 (power to amend sections 225 to 228),
  - (h) paragraph 17 of Schedule 2 (power to amend that Schedule),
  - (i) paragraph 17 of Schedule 3 (power to amend that Schedule),
  - (j) paragraph 3 of Schedule 4 (power to change time limit for giving notice of extension of introductory period),
  - (k) paragraph 5 of Schedule 5 (power to amend that Schedule),
  - (l) paragraph 4 of Schedule 7 (power to change time limit for giving notice of extension of probationary period),
  - (m) paragraph 13 of Schedule 9 (power to amend that Schedule), and
  - (n) paragraph 33 of Schedule 12 (power to amend that Schedule).
- (5) Subsection (3) also applies to any other regulations under this Act which amend, modify or repeal any provision of an Act of Parliament or a Measure or Act of the National Assembly for Wales.
- (6) A statutory instrument containing regulations made under a provision of this Act to which subsection (3) does not apply is subject to annulment in pursuance of a resolution of the National Assembly for Wales.

*Coming into force and short title*

## 257 Coming into force

- (1) This Part comes into force on the day after the day on which this Act receives Royal Assent.
- (2) The remaining provisions of this Act come into force on a day appointed by the Welsh Ministers in an order made by statutory instrument.
- (3) An order under this section may—
- (a) include transitory, transitional or saving provision;
  - (b) make different provision for different cases or descriptions of case or different purposes or areas;
  - (c) make different provision for different kinds or descriptions of occupation contract;
  - (d) appoint different days for different purposes.

**258 Short title**

The short title of this Act is the Renting Homes (Wales) Act 2016.