



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 2

OCCUPATION CONTRACTS AND LANDLORDS

CHAPTER 2

NATURE OF CONTRACTS WHICH CAN BE MADE ETC. BY COMMUNITY LANDLORDS AND PRIVATE LANDLORDS

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.