



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 3

### PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

#### CHAPTER 8

##### DEALING

PROSPECTIVE

##### *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).

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- (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.

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- (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

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- (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.

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## **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.

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- (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.

## **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

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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.



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**Changes and effects yet to be applied to :**

- specified provision(s) savings for amendments by 2018 anaw 1, s. 6, Sch. 6 by [S.I. 2019/110 reg. 5](#)

**Changes and effects yet to be applied to the whole Act associated Parts and Chapters:**

Whole provisions yet to be inserted into this Act (including any effects on those provisions):

- s. 20(3)(q) and word inserted by [2021 asc 3 Sch. 6 para. 2\(b\)](#)
- s. 20(3)(ma) inserted by [2019 anaw 2 Sch. 3 para. 4\(2\)](#)
- s. 34(6) inserted by [2021 asc 3 Sch. 6 para. 4](#)
- s. 39(4)(5) substituted for s. 39(4) by [2021 asc 3 Sch. 6 para. 6](#)
- s. 121(3) inserted by [2021 asc 3 s. 13\(2\)](#)
- s. 127(2)(k) and word inserted by [2021 asc 3 Sch. 6 para. 10\(c\)](#)
- s. 133(3) inserted by [2021 asc 3 s. 13\(3\)](#)
- s. 135(2)(i)(j) omitted by [2021 asc 3 Sch. 6 para. 12\(a\)\(i\)](#)
- s. 135(2)(ia) inserted by [2019 anaw 2 Sch. 3 para. 4\(3\)](#)
- s. 150(1)(a)-(d) inserted by [2021 asc 3 Sch. 6 para. 14\(b\)](#)
- s. 174A inserted by [2021 asc 3 s. 1\(3\)](#)
- s. 177A inserted by [2019 anaw 2 Sch. 3 para. 2](#)
- s. 177A inserted by [2021 asc 3 s. 9\(2\)](#)
- s. 183(1)(c) and word inserted by [2021 asc 3 Sch. 6 para. 17\(a\)\(ii\)](#)
- s. 186A-186C inserted by [2019 anaw 2 Sch. 3 para. 4\(1\)](#)
- s. 186A inserted by [2021 asc 3 s. 6\(3\)](#)
- s. 194(1A) inserted by [2021 asc 3 s. 11\(1\)\(b\)](#)
- s. 195A inserted by [2021 asc 3 s. 2\(3\)](#)
- s. 198A inserted by [2019 anaw 2 Sch. 3 para. 5](#)
- s. 204(1)(a)(xv) inserted by [2021 asc 3 Sch. 6 para. 19\(g\)](#)
- s. 239A inserted by [2021 asc 3 Sch. 5 para. 6\(1\)](#)
- s. 256(4)(da)(db) inserted by [2021 asc 3 Sch. 6 para. 21\(b\)\(i\)](#)
- s. 256(4)(ga) inserted by [2021 asc 3 Sch. 5 para. 6\(2\)](#)
- s. 256(4)(la) inserted by [2021 asc 3 Sch. 6 para. 21\(b\)\(ii\)](#)
- s. 256(4)(ma)-(mc) inserted by [2021 asc 3 Sch. 6 para. 21\(c\)](#)
- Sch. 2 para. 4(b)-(e) substituted for Sch. 2 Pt. 2 para. 4(b)(c) by [S.I. 2018/195 reg. 56](#) (This amendment comes into force on the day on which the Renting Homes (Wales) Act 2016 (anaw 1), Sch. 2 para. 4 comes into force.)
- Sch. 8A inserted by [2021 asc 3 Sch. 1](#)
- Sch. 9A inserted by [2021 asc 3 Sch. 2](#)
- Sch. 9B inserted by [2021 asc 3 Sch. 3](#)
- Sch. 9C inserted by [2021 asc 3 Sch. 4](#)
- Sch. 12 para. 11(1A) inserted by [2021 asc 3 Sch. 6 para. 27\(2\)](#)
- Sch. 12 para. 12A inserted by [2021 asc 3 Sch. 6 para. 27\(3\)](#)
- Sch. 12 para. 25A inserted by [2021 asc 3 Sch. 6 para. 27\(5\)](#)
- Sch. 12 para. 25B25C inserted by [2021 asc 3 Sch. 6 para. 27\(6\)](#)



– Sch. 12 para. 25D inserted by [2021 asc 3 Sch. 6 para. 27\(7\)](#)