



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 9

### TERMINATION ETC. OF OCCUPATION CONTRACTS

#### 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)—

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*Status: This is the original version (as it was originally enacted).*

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- (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).