

## SCHEDULE 12

(introduced by section 240)

### CONVERSION OF TENANCIES AND LICENCES EXISTING BEFORE COMMENCEMENT OF CHAPTER 3 OF PART 10

#### Definitions

1 (1) In this Schedule—

“converted contract” (“*contract wedi ei drosi*”) means a tenancy or licence which existed immediately before the appointed day and became an occupation contract on that day;

“converted secure contract” (“*contract diogel wedi ei drosi*”) means a converted contract which became a secure contract on the appointed day;

“converted standard contract” (“*contract safonol wedi ei drosi*”) means a converted contract which became a standard contract on the appointed day;

“information provision period” (“*cyfnod darparu gwybodaeth*”) has the meaning given in paragraph 11(1);

“the initial notice period” (“*cyfnod hysbysu cychwynnol*”) is the period of two months starting with the appointed day.

(2) See section 242 for definitions of other terms used in this Schedule.

#### Determination of whether existing tenancy or licence is occupation contract

2 (1) Schedule 2 applies to—

(a) a tenancy or licence which immediately before the appointed day was a secure tenancy, an assured tenancy, an introductory tenancy or a demoted tenancy, and

(b) a tenancy which existed immediately before the appointed day but is not within paragraph (a),

as if paragraphs 3(2)(b) and 4 (care institutions) were omitted.

(2) Schedule 2 applies to a tenancy which immediately before the appointed day was a secure tenancy, an assured tenancy, an introductory tenancy or a demoted tenancy as if paragraphs 3(2)(c) and 5 (temporary expedients) were omitted.

(3) The landlord may, in relation to a tenancy or licence which existed immediately before the appointed day, give notice under paragraph 1 or 3 of Schedule 2 at any time before the end of the initial notice period.

(4) If the landlord does so, the tenancy or licence is to be treated as having become an occupation contract on the appointed day.

#### Determination of whether converted contract is secure contract or standard contract

3 (1) Sections 11 to 17 (community landlords and private landlords) apply to a converted contract—

(a) under which the landlord is a private landlord, and

(b) which immediately before the appointed day was a secure tenancy under which the landlord was a private landlord,

as if the landlord were a community landlord.

- (2) But in section 14 (review of notice of standard contract) subsection (1) applies as if after “section 13” there were inserted “and the landlord’s decision to give the notice is subject to judicial review”.
- 4 (1) The landlord under a converted contract may give notice under section 11(2)(b) (notice of standard contract) at any time before the end of the initial notice period.
- (2) If the landlord does so, the contract is to be treated as having become a standard contract on the appointed day.
- (3) The landlord under a converted contract may give notice under section 17(1) (notice of secure contract) at any time before the end of the initial notice period.
- (4) If the landlord does so, the contract is to be treated as having become a secure contract on the appointed day.
- 5 A converted contract which immediately before the appointed day was an introductory tenancy has effect as an introductory standard contract (see paragraph 23).
- 6 A converted contract has effect as a prohibited conduct standard contract (see paragraph 24) if immediately before the appointed day—
- (a) section 20B of the [Housing Act 1988 \(c. 50\)](#) (demoted assured shorthold tenancies) applied to it, or
  - (b) section 143A of the [Housing Act 1996 \(c. 52\)](#) (demoted tenancies) applied to it.
- 7 (1) A converted contract to which sub-paragraph (2) applies is an additional exception to section 11(1) (contracts made with community landlord are secure contracts).
- (2) This sub-paragraph applies to a converted contract which immediately before the appointed day was a tenancy or licence for a fixed term, provided that—
- (a) a premium was paid for the contract, and
  - (b) before the end of the period of one month starting with the appointed day, the contract-holder decides that the contract should become a fixed term standard contract.
- (3) Before the appointed day, a community landlord which is the landlord under a tenancy or licence for a fixed term, and for which a premium was paid, must—
- (a) inform the contract-holder of his or her right under sub-paragraph (2)(b) to decide that the contract should become a fixed term standard contract, and of the time by which that decision must be made, and
  - (b) explain how section 11 will apply to the contract if the contract-holder does not make such a decision.
- 8 (1) This paragraph applies where a community landlord becomes the landlord under a fixed term standard contract before the end of the period of one month starting with the appointed day.
- (2) Section 12 (contracts adopted by community landlord) applies as if in subsection (8) (b), for “before the community landlord becomes the landlord” there were substituted “before the end of the period of one month starting with the appointed day (within the meaning of section 242)”.
- (3) The landlord must give the contract-holder the notice required by section 15(1) on or before the appointed day.

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- 9 (1) The following are additional exceptions to sections 11(1) and 12(3) (contracts made or adopted by community landlord are secure contracts).
- (2) A converted contract which before the appointed day—
- (a) had been a secure tenancy, but
  - (b) had ceased to be such a tenancy because of section 89, 91 or 93 of the [Housing Act 1985 \(c. 68\)](#) (succession, assignment and sub-letting).
- (3) A converted contract which before the appointed day—
- (a) had been an introductory tenancy, but
  - (b) had ceased to be such a tenancy because of section 133 of the [Housing Act 1996 \(c. 52\)](#) (succession).
- (4) A converted contract which before the appointed day—
- (a) had been a demoted tenancy, but
  - (b) had ceased to be such a tenancy because of section 143I of the [Housing Act 1996](#) (succession).
- 10 A converted secure contract which immediately before the appointed day was a secure tenancy becomes a standard contract if—
- (a) the tenant died before the appointed day, and
  - (b) after that day an event occurs which, but for this Act, would under section 89 of the [Housing Act 1985 \(c. 68\)](#) (succession) have caused the contract to cease to be a secure tenancy.

*Written statement of converted contract and provision of information*

- 11 (1) The landlord must give the contract-holder under a converted contract a written statement of the contract before the end of the period of six months starting with the appointed day (“the information provision period”).
- (2) Any references in this Act to the landlord’s obligation under section 31(1) are to be read, in relation to converted contracts, as references to the landlord’s obligation under sub-paragraph (1).
- 12 Sections 36 and 37 (applications to court) apply in relation to a written statement provided because of paragraph 11(1) as if for the words in section 36(3) and 37(3) there were substituted
- “If the landlord was required to provide the written statement under paragraph 11(1) of Schedule 12, the contract-holder may not apply to the court under subsection (1) before—
- (a) the end of the information provision period (within the meaning of Schedule 12), or
  - (b) if earlier, the period of 14 days starting with the day on which the landlord gave the contract-holder the written statement.”
- 13 (1) Section 39(1) (information about landlord’s address) applies in relation to a converted contract as if for “the period of 14 days starting with the occupation date of the contract” there were substituted “the information provision period (within the meaning of Schedule 12)”.
- (2) Section 40(2) (compensation) applies in relation to section 39(1), as modified by sub-paragraph (1), as if the relevant date were the first day of the period of 14 days ending

with the last day of the information provision period (and accordingly section 40 is to be read as if subsection (5) were omitted).

#### *Variation*

- 14 (1) A converted contract may not be varied before the landlord has given the contract-holder a written statement of the contract.
- (2) Sub-paragraph (1) does not apply to a variation under section 104 or 123 (variation of rent).
- 15 (1) Sections 104 and 123 (variation of rent) apply to a converted contract as if any variations in the rent payable under the contract before the appointed day were variations under whichever of those sections applies.
- (2) The Welsh Ministers must by regulations make provision—
- (a) enabling the contract-holder under a relevant converted contract, following receipt of a notice under section 104 or 123, to apply to a prescribed person or persons for a determination of the rent for the dwelling, and
  - (b) for the rent determined by the prescribed person or persons, in accordance with such assumptions as may be prescribed, to be the rent for the dwelling under the contract (unless the landlord and contract-holder otherwise agree).
- (3) A converted contract is a relevant converted contract if immediately before the appointed day it was a tenancy to which section 13 of the [Housing Act 1988 \(c. 50\)](#) (increases of rent under assured periodic tenancies) applied.

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

- 16 Section 101 does not apply to a converted contract; accordingly—
- (a) a contract-holder under a converted contract is subject to the same liability for waste in respect of the dwelling as he or she was subject to immediately before the appointed day, and
  - (b) the rule of law under which a tenant has an implied duty to use demised premises in a tenant-like manner applies to a contract-holder under a converted contract as it applied to him or her immediately before the appointed day.

#### *Dealing*

- 17 (1) This paragraph is a fundamental provision which is incorporated as a term of all converted standard contracts which immediately before the appointed day were secure tenancies.
- (2) The contract-holder may allow persons to live in the dwelling as lodgers.
- 18 (1) This paragraph applies in relation to a converted contract—
- (a) which is a secure contract or periodic standard contract, and
  - (b) under which there are joint contract-holders who were tenants in common in equity immediately before the appointed day.
- (2) The provisions of fixed term standard contracts mentioned in subsection (1) of each of sections 140, 141 and 142 (transfers) are terms of the contract, and subsections (2) and (3) of each of those sections apply accordingly.

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- 19 (1) This paragraph applies in relation to a converted contract which is a fixed term standard contract.
- (2) The provisions of fixed term standard contracts mentioned in subsection (1) of each of sections 139, 140, 141 and 142 (transfers) are terms of the contract, and subsections (2) and (3) of each of those sections apply accordingly.
- (3) Sub-paragraph (2) does not apply to the extent that any of those provisions is incompatible with an existing term of the contract.

### Succession

- 20 (1) The contract-holder under a converted contract is to be treated as a priority successor in relation to the contract if—
- (a) immediately before the appointed day the converted contract was of a description in column 1 of Table 6,
  - (b) before the appointed day it had vested in the contract-holder under the provision in column 2 of that Table, and
  - (c) the contract-holder qualified to succeed because of the provisions in column 3 of that Table.

TABLE 6

TYPE OF TENANCY	VESTING PROVISION	QUALIFYING PROVISIONS
Secure tenancy	Section 89 of the <a href="#">Housing Act 1985 (c. 68)</a>	Sections 87 and 113(1)(a) of that Act
Introductory tenancy	Section 133 of the <a href="#">Housing Act 1996 (c. 52)</a>	Sections 131 and 140(1)(a) of that Act
Demoted tenancy	Section 143H of the <a href="#">Housing Act 1996</a>	Section 143P(1)(a) or (b) of that Act

- (2) The contract-holder under a converted contract is also to be treated as a priority successor in relation to the contract if—
- (a) immediately before the appointed day the contract was an assured tenancy,
  - (b) before the appointed day it had vested in the contract-holder under section 17 of the [Housing Act 1988 \(c. 50\)](#) (succession to assured tenancy), and
  - (c) on the appointed day the landlord under the contract was a community landlord.
- 21 (1) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if—
- (a) immediately before the appointed day the converted contract was of a description in column 1 of Table 7,
  - (b) before the appointed day it had vested in the contract-holder under the provision in column 2 of that Table, and
  - (c) the contract-holder qualified to succeed because of the provisions in column 3 of that Table.

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TABLE 7

TYPE OF TENANCY	VESTING PROVISION	QUALIFYING PROVISIONS
Secure tenancy	Section 89 of the <a href="#">Housing Act 1985 (c. 68)</a>	Sections 87(b) and 113(1)(b) of that Act
Introductory tenancy	Section 133 of the <a href="#">Housing Act 1996 (c. 52)</a>	Sections 131(b) and 140(1)(b) of that Act
Demoted tenancy	Section 143H of the <a href="#">Housing Act 1996</a>	Section 143P(1)(c) of that Act

- (2) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if—
- (a) immediately before the appointed day the contract was an assured tenancy, and
  - (b) before the appointed day the contract-holder had become entitled to the assured tenancy under paragraph 3 of Schedule 1 to the [Rent Act 1977 \(c. 42\)](#) (succession).
- (3) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if—
- (a) immediately before the appointed day the contract was an assured tenancy,
  - (b) before the appointed day it had vested in the contract-holder under section 17 of the [Housing Act 1988 \(c. 50\)](#) (succession to assured tenancy), and
  - (c) on the appointed day the landlord under the contract was a private landlord.

*Requirement to occupy dwelling as main home under certain converted contracts*

- 22 (1) Sub-paragraph (2) has effect in relation to a converted contract to which this paragraph applies as if it were a supplementary provision prescribed by the Welsh Ministers under section 23.
- (2) The contract-holder (or if more than one, at least one of them) must occupy the dwelling subject to the contract as his or her only or principal home.
- (3) This paragraph applies to a converted contract which immediately before the appointed day was—
- (a) a protected or statutory tenancy,
  - (b) a secure tenancy,
  - (c) an assured tenancy,
  - (d) an introductory tenancy, or
  - (e) a demoted tenancy.

*Introductory standard contracts*

- 23 (1) This paragraph applies to a converted contract which has effect as an introductory standard contract because of paragraph 5.
- (2) The introductory period of the contract ends if—
- (a) the tenant died before the appointed day, and

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- (b) after that day an event occurs which, but for this Act, would under section 133 of the [Housing Act 1996 \(c. 52\)](#) (succession) have caused the contract to cease to be an introductory tenancy,  
and section 16(1)(b) of this Act (conversion to secure contract) does not apply where the introductory period ends because of this sub-paragraph.
- (3) This Act applies as if the reference in paragraph 1(7) of Schedule 4 to the introduction date of the contract were to the day which was the beginning of the trial period under section 125(2)(a) or (b) of the Housing Act 1996.
- (4) Paragraph 2 of Schedule 4 (introductory period where there are previous contracts) applies as if references to introductory standard contracts were to—
- (a) assured shorthold tenancies under which the landlord was a registered social landlord or a private registered provider of social housing, or
  - (b) introductory tenancies.
- (5) For the purposes of paragraph 2 of Schedule 4 the introduction date of an assured shorthold tenancy under which the landlord was a registered social landlord or a private registered provider of social housing is—
- (a) the day on which the tenant was entitled to begin occupying the dwelling, or
  - (b) if the tenancy was not made with a registered social landlord or a private registered provider of social housing, the day a registered social landlord or a private registered provider of social housing became the landlord.
- (6) For the purposes of paragraph 2 of Schedule 4 the introduction date of an introductory tenancy is the day which was the beginning of the trial period under section 125(2) (a) or (b) of the Housing Act 1996.
- (7) Paragraph 2(5) and (6) of Schedule 4 does not apply, but any notice of extension given in relation to the converted contract under section 125A of the Housing Act 1996 has effect as if given under paragraph 3 of that Schedule.

*Prohibited conduct standard contract*

- 24 (1) This Act applies to a converted contract which has effect as a prohibited conduct standard contract because of paragraph 6 as if—
- (a) the demotion order were an order under section 116 (order imposing periodic standard contract),
  - (b) references to the occupation date of the contract were to the day on which the demotion order took effect, and
  - (c) paragraphs 4 to 7 of Schedule 7 (changing the probation period) were omitted.
- (2) The “demotion order” is—
- (a) the order under section 82A of the [Housing Act 1985 \(c. 68\)](#) or section 6A of the [Housing Act 1988 \(c. 50\)](#) because of which section 20B of the Housing Act 1988 applied, or
  - (b) the order under section 82A of the Housing Act 1985 because of which section 143A of the [Housing Act 1996 \(c. 52\)](#) applied.

*Termination of contract by landlord*

- 25 Sections 173 to 180 (termination by landlord's notice) are not applicable to a periodic standard contract which immediately before the appointed day was an assured tenancy but not an assured shorthold tenancy.
- 26 (1) Section 194 (landlord's break clause) does not apply to the following fixed term standard contracts (and accordingly sections 195 to 201 are not incorporated as terms of such contracts).
- (2) A fixed term standard contract which immediately before the appointed day was a secure tenancy for a fixed term.
- (3) A fixed term standard contract which—
- (a) immediately before the appointed day was an assured tenancy for a fixed term, and
  - (b) is not an excluded contract.
- (4) A contract is an excluded contract if, immediately before the appointed day, the landlord could have made a claim for possession relying on Ground 3 or 4 of Schedule 2 to the [Housing Act 1988 \(c. 50\)](#).
- 27 Estate management Ground C (special accommodation: charities) applies to a converted contract as if the occupation contract was made on the appointed day.

*Termination of contract that was assured tenancy by landlord: additional absolute grounds for possession*

- 28 (1) This paragraph applies in relation to a converted contract which immediately before the appointed day was an assured tenancy.
- (2) The landlord may claim possession of the dwelling subject to the contract relying on Ground 1, 2 or 5 of Schedule 2 to the [Housing Act 1988 \(c. 50\)](#).
- (3) But the landlord may not do so before the end of the period of two months starting with the day on which the landlord gives the contract-holder a possession notice (in accordance with section 150) specifying that Ground.
- (4) Subject to section 204 (possession claims: powers of court) (which applies as if subsection (1)(a) included a reference to sub-paragraph (3)), if the court is satisfied that the Ground is made out it must make an order for possession (subject to any available defence based on the contract-holder's Convention rights).
- 29 (1) This paragraph also applies in relation to a converted contract which immediately before the appointed day was an assured tenancy.
- (2) The landlord may claim possession of the dwelling subject to the contract relying on Ground 7 of Schedule 2 to the [Housing Act 1988 \(c. 50\)](#) if—
- (a) the tenant under the assured tenancy died before the appointed day, and
  - (b) before the appointed day the assured tenancy devolved, or after the appointed day the converted contract devolves, under the tenant's will or intestacy.
- (3) But the landlord may not do so before the end of the period of two months starting with the day on which the landlord gives the contract-holder a possession notice specifying that Ground.



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- (4) Subject to section 204 (possession claims: powers of court) (which applies as if subsection (1)(a) included a reference to sub-paragraph (3)), if the court is satisfied that the Ground is made out it must make an order for possession (subject to any available defence based on the contract-holder's Convention rights).

#### *Implied tenancies and licences*

- 30 (1) This paragraph applies if, immediately before the appointed day, a dwelling is occupied as a home by a person who is a trespasser in relation to that dwelling.
- (2) Section 238 (implied tenancies and licences)—
- (a) applies to payments made by the person before the appointed day as to payments made by him or her after the appointed day, and
  - (b) applies as if the end of the relevant period were the end of the period mentioned in section 238(3) or, if later, the appointed day.

#### *The occupation date*

- 31 The occupation date, in relation to a converted contract, is the day on which the contract-holder became entitled to occupy the dwelling under the tenancy or licence which became an occupation contract on the appointed day.

#### *Substitute occupation contracts*

- 32 (1) If after a converted contract ends there are one or more substitute contracts, for the purposes of this Schedule (except paragraph 28), the substitute contract is (or the substitute contracts are) to be treated as if they were the same tenancy or licence as the converted contract.
- (2) The following are substitute contracts.
- (3) An occupation contract between—
- (a) a contract-holder who immediately before the occupation date of the contract was a contract-holder under a converted contract or a substitute contract, and
  - (b) a landlord that immediately before that date was a landlord under the converted contract or substitute contract,
- which relates to the same (or substantially the same) dwelling as the converted contract or substitute contract.
- (4) But where a converted or substitute contract is a fixed term standard contract, an occupation contract which arises under section 184(2), or is within section 184(6) (further contracts at end of fixed term), is not a substitute contract.
- (5) If a converted contract or a substitute contract ends under section 12(3)(a) (standard contract adopted by community landlord), the occupation contract which arises under section 12(3)(b).
- (6) If a converted contract or a substitute contract is ended under section 220 (abandonment), and under section 222(3)(b) the court orders the landlord to provide suitable alternative accommodation, an occupation contract made in accordance with the order.
- (7) If under section 210 (estate management grounds) the court makes an order for possession of a dwelling subject to a converted contract or a substitute contract, an

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occupation contract made to provide the contract-holder with suitable alternative accommodation.

*Power to amend Schedule*

33        The Welsh Ministers may by regulations amend this Schedule.