

## SCHEDULE 6

### REASONABLENESS OF WITHHOLDING CONSENT ETC.

#### PART 2

##### CIRCUMSTANCES WHICH MAY BE RELEVANT TO REASONABLENESS GENERALLY

###### *Status of occupation contract*

- 2 Whether any party to the contract has taken steps towards ending the contract or done any act which may cause the contract to end.

###### *The dwelling*

- 3 (1) The size and suitability of the dwelling affected by the transaction.
- (2) Whether, as a result of the transaction, the dwelling will—
- (a) constitute an overcrowded dwelling for the purposes of Part 10 of the [Housing Act 1985 \(c. 68\)](#) (see section 324 of that Act),
  - (b) provide substantially more extensive accommodation than is reasonably required by the persons who will occupy the dwelling as a home, or
  - (c) provide accommodation that is not suitable to the needs of the persons who will occupy the dwelling as a home.
- (3) Whether, if the transaction were to take place, an estate management ground would become available to the landlord (see Schedule 8).
- (4) If the landlord has established requirements as to—
- (a) the number of persons who are to occupy the dwelling affected by the transaction as a home, or
  - (b) the age or general characteristics of those persons,
- whether the persons who will occupy the dwelling as a home will meet those requirements.
- (5) But the landlord's requirements are to be taken into account under sub-paragraph (4) only to the extent that they are reasonable.

###### *Circumstances of contract-holder and other occupiers*

- 4 (1) The probable effect of the transaction on—
- (a) the parties to the transaction, and
  - (b) any other person who occupies, or as a result of the transaction will occupy, the dwelling affected by the transaction as a home.
- (2) The financial interests of the contract-holder; but this sub-paragraph does not apply (subject to the contract-holder's Convention rights) if the occupation contract is a secure contract and the landlord is a community landlord.
- 5 (1) The conduct of the contract-holder (including, in particular, whether he or she is or has been in breach of the occupation contract).

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*Status: This is the original version (as it was originally enacted).*

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- (2) Whether, if the landlord asked the contract-holder for information to enable the landlord to deal with the request for consent, the contract-holder provided that information.
- 6 If the contract-holder is in breach of the occupation contract when he or she requests the landlord's consent to the transaction, it is reasonable for the landlord to impose a condition that—
- (a) the landlord's consent is to take effect only after the contract-holder ceases to be in breach, or
  - (b) despite anything in this Act or the occupation contract the person, or all the persons, who will be contract-holders after the transaction are to be liable in respect of the breach.

*Circumstances of landlord*

- 7 (1) The landlord's interests, including the landlord's financial interests.
- (2) If the landlord is a community landlord, the probable effect of the transaction on its ability to fulfil its housing functions.
- (3) Whether (and if so, when) a person would obtain a dwelling (or a dwelling similar to the dwelling affected by the transaction) from the landlord if the transaction did not take place.
- (4) If the landlord is required to publish a summary of rules under section 106 of the [Housing Act 1985 \(c. 68\)](#) (allocation of housing accommodation), those rules.
- (5) If the landlord is a local housing authority, its allocation scheme (within the meaning of section 167 of the [Housing Act 1996 \(c. 52\)](#)) and any information available under section 167(4A) of that Act to a person applying for an allocation of housing accommodation.
- (6) If neither sub-paragraph (4) nor sub-paragraph (5) applies but the landlord has criteria for the allocation of accommodation, those criteria.
- 8 (1) The landlord's refusal of consent to a transaction is reasonable if—
- (a) the landlord is a local housing authority, and
  - (b) as a result of the transaction a person who is ineligible (or is to be treated as ineligible) for an allocation of housing accommodation by the landlord will become a contract-holder.
- (2) Sub-paragraph (1) does not apply to a transfer to a potential successor under section 114 or to a secure contract-holder under section 118.
- (3) Whether a person is ineligible, or is to be treated as ineligible, for an allocation of housing accommodation by the landlord is to be determined in accordance with section 160A of the [Housing Act 1996 \(c. 52\)](#) and regulations under that section.