

SCHEDULE 1

(introduced by section 4)

OVERVIEW OF FUNDAMENTAL PROVISIONS
INCORPORATED AS TERMS OF OCCUPATION CONTRACTS

PART 1

SECURE CONTRACTS

TABLE 3

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H’s right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H’s rent	
Sections 91 to 93 and 95 to 99	L’s obligations to keep the dwelling in good state of repair etc.	

Status: This is the original version (as it was originally enacted).

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Sections 103 to 109	When and how contract may be varied	Sections 103(1)(b) and (2) and 108 must be incorporated without modification. Section 104 applies only to contracts under which rent is payable, and section 105 applies only to contracts under which consideration other than rent is payable.
Section 111	Withdrawal of joint C-H	
Section 113	C-H may have lodgers	
Section 114	C-H may transfer contract to potential successors	
Section 118	C-H's right to transfer to other secure C-Hs	Only applies where L is a community landlord.
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification.
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	
Sections 163 to 167	Termination by notice given by C-H	
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	

PART 2

PERIODIC STANDARD CONTRACTS

TABLE 4

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H’s right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H’s rent	
Sections 91 to 93 and 95 to 99	L’s obligations to keep dwelling in good state of repair etc.	
Sections 122 to 128	When and how contract may be varied	Sections 122(1)(a) and (2) and 127 must be incorporated without modification. Section 123 applies only to contracts under which rent is payable, and section 124 applies only to contracts under which

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

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
		consideration other than rent is payable. Sections 125(1)(b) and 126 are not incorporated into contracts that do not incorporate section 173 (L's notice).
Section 130	Withdrawal of joint C-H	
Section 145	L's right to temporarily exclude C-H from supported accommodation	Applies only to supported standard contracts (see section 143).
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Section 151	Further provision about notices requiring contract-holder to give up possession	Applies only to introductory standard contracts and prohibited conduct standard contracts.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification.
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	
Sections 168 to 172	Termination by notice given by C-H	
Sections 173 to 180	Termination by notice given by L	If section 173 is not incorporated, sections 125(1)(b), 126, 175 and 176 do not apply. Section 175 also does not apply to a contract that is within Schedule 9. If a contract incorporates section 173 and is not within Schedule 9, section 175 must be incorporated without modification. If a contract incorporates section 173, section 176 must be incorporated without modification.
Sections 181 and 182	Termination by L on serious rent arrears ground	In section 182, subsection (2) is not applicable to

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
		introductory standard contracts and prohibited conduct standard contracts, and subsection (3) is applicable only to such contracts.
Section 183	Possession claims where contract has arisen at end of a fixed term standard contract	Only applies to a contract that has arisen at end of a fixed term standard contract (see section 184(2)).
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	
Paragraph 7 of Schedule 4	Variation of secure contract addressed in written statement of introductory standard contract	Only applies to introductory standard contracts where the written statement addresses the secure contract that may arise at the end of the introductory period, in accordance with paragraph 6(2) of Schedule 4.

PART 3

FIXED TERM STANDARD CONTRACTS

TABLE 5

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	

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

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H's right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H's rent	
Sections 91 to 93 and 95 to 99	L's obligations to keep dwelling in good state of repair etc.	Not applicable to fixed term standard contracts made for a term of seven years or more.
Sections 134 to 136	When and how contract may be varied	Sections 134(1)(b) and (2) and 135 must be incorporated without modification. Section 135(2)(k) applies only if contract has a contract-holder's break clause (see section 189).
Section 145	L's right to temporarily exclude C-H from supported accommodation	Only applies to supported standard contracts (see section 143).
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification (but not into fixed term standard contracts that contain the provision mentioned in section 139(1)).
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 186	Termination by notice given by L in connection with the end of the term of the contract	Subsections (2) and (4) of section 186 do not apply to a contract which does not incorporate subsection (1), or a contract that is within Schedule 9. If a contract incorporates subsection (1) and is not within Schedule 9, subsections (2) and (4) must be incorporated without modification.
Sections 187 and 188	Termination by L on serious rent arrears ground	
Sections 190 to 193	Termination by notice given by C-H under contract-holder's break clause	Only apply if contract has a contract-holder's break clause.
Sections 195 to 201	Termination by notice given by L under landlord's break clause	Only apply if contract has a landlord's break clause. Section 196 also does not apply to a contract within Schedule 9. If a contract has a landlord's break clause and is not within Schedule 9, section 196 must be incorporated without modification. If contract has a landlord's break clause, section 196 (breach of deposit rules) must be incorporated without modification.
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	

SCHEDULE 2

(introduced by section 7)

EXCEPTIONS TO SECTION 7

PART 1

TENANCIES AND LICENCES NOT WITHIN SECTION 7 THAT ARE OCCUPATION CONTRACTS IF NOTICE IS GIVEN

The rule

- 1 (1) A tenancy or licence which is not within section 7 may be an occupation contract if—
- (a) it confers the right to occupy the dwelling as a home on an individual (“the beneficiary”) other than the person with whom it is made, and
 - (b) the notice condition is met.
- (2) A tenancy or licence which is not within section 7 because no rent or other consideration is payable under it (and to which sub-paragraph (1) does not apply) may be an occupation contract if the notice condition is met.
- (3) The notice condition is met if, before or at the time when the tenancy or licence is made, the landlord gives a notice to the person with whom it is made stating that it is to be an occupation contract.

Contracts for another’s benefit: further provision

- 2 (1) This paragraph applies where a notice under paragraph 1(3) is given in relation to a tenancy or licence within paragraph 1(1)(a).
- (2) The notice may specify provisions of this Act and regulations made under it which are to have effect in relation to the occupation contract as if references to the contract-holder were references to the beneficiary.
- (3) If it does so, the provisions specified in the notice have effect accordingly.
- (4) Section 20(1)(b) and (2)(b) applies to fundamental provisions specified in the notice as if references to the contract-holder were references to the beneficiary.

PART 2

TENANCIES AND LICENCES WITHIN SECTION 7 THAT ARE NOT OCCUPATION CONTRACTS UNLESS NOTICE IS GIVEN

The rule

- 3 (1) A tenancy or licence within section 7, but to which sub-paragraph (2) applies, is not an occupation contract unless the notice condition is met.
- (2) This sub-paragraph applies to a tenancy or licence—
- (a) which confers the right to occupy a dwelling for the purposes of a holiday,
 - (b) which relates to the provision of accommodation in a care institution (see paragraph 4),

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

- (c) which is a temporary expedient (see paragraph 5), or
 - (d) to which the shared accommodation exception applies (see paragraph 6).
- (3) The notice condition is met if, before or at the time when the tenancy or licence is made, the landlord gives a notice to the person with whom it is made stating that it is to be an occupation contract.

Meaning of “care institution”

- 4 “Care institution” means—
- (a) a health service hospital within the meaning of the [National Health Service \(Wales\) Act 2006 \(c. 49\)](#) (see section 206(1) of that Act),
 - (b) an independent hospital, a care home or a residential family centre within the meaning of the [Care Standards Act 2000 \(c. 14\)](#) (see sections 2 to 4 of that Act), or
 - (c) a children’s home in respect of which a person is registered under Part 2 of that Act.

Meaning of “temporary expedient”

- 5 (1) A tenancy or licence is a temporary expedient if it is made as a temporary expedient with a person who entered the dwelling to which it relates (or any other dwelling) as a trespasser.
- (2) It is irrelevant whether or not, before the beginning of the tenancy or licence, another tenancy or licence to occupy the dwelling (or any other dwelling) had been made with the person.
- (3) A tenancy or licence which arises under section 238 is not a temporary expedient.

Meaning of “shared accommodation”

- 6 (1) The shared accommodation exception applies if—
- (a) the terms of the tenancy or licence provide for the tenant or licensee to share any accommodation with the landlord, and
 - (b) immediately before the tenancy or licence is made the landlord occupies as the landlord’s only or principal home a dwelling which includes all or part of the shared accommodation.
- (2) But the exception applies under sub-paragraph (1) only while the person who is from time to time the landlord in relation to the tenancy or licence continues to occupy such a dwelling as that person’s only or principal home.
- (3) The shared accommodation exception also applies if—
- (a) the terms of the tenancy or licence provide for the tenant or licensee to share any accommodation with another person (“the beneficiary”),
 - (b) immediately before the tenancy or licence is made the beneficiary occupies as his or her only or principal home a dwelling which includes all or part of the shared accommodation,
 - (c) that dwelling is subject to a trust, and
 - (d) under the trust the beneficiary—
 - (i) is entitled to an interest in the dwelling, and

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

(ii) by reason of that interest, is entitled to occupy the dwelling.

- (4) But the exception applies under sub-paragraph (3) only while the beneficiary continues to occupy such a dwelling as the beneficiary's only or principal home.
- (5) A tenant or licensee shares accommodation with the landlord or beneficiary if the tenant or licensee has the use of it in common with the landlord or beneficiary (whether or not in common with others).
- (6) "Accommodation" does not include an area used for storage, or a staircase, passage, corridor or other means of access.
- (7) If two or more persons are the landlord in relation to a tenancy or licence, references to the landlord are references to any one of them.

PART 3

TENANCIES AND LICENCES THAT ARE NEVER OCCUPATION CONTRACTS

The rule

- 7 (1) A tenancy or licence is not an occupation contract at any time when this paragraph applies to it.
- (2) This paragraph applies to a tenancy or licence if all the persons with whom it is made are excluded from being contract-holders by section 7(6) (individuals who have not reached the age of 18).
- (3) This paragraph also applies to—
- (a) a tenancy to which Part 2 of the [Landlord and Tenant Act 1954 \(c. 56\)](#) (business tenancies) applies;
 - (b) a protected occupancy or a statutory tenancy within the meaning of the [Rent \(Agriculture\) Act 1976 \(c. 80\)](#);
 - (c) a protected tenancy or a statutory tenancy within the meaning of the [Rent Act 1977 \(c. 42\)](#);
 - (d) a secure tenancy that is a housing association tenancy, within the meaning of section 86 of the Rent Act 1977;
 - (e) a tenancy of an agricultural holding within the meaning of the [Agricultural Holdings Act 1986 \(c. 5\)](#);
 - (f) a farm business tenancy within the meaning of the [Agricultural Tenancies Act 1995 \(c. 8\)](#);
 - (g) a long tenancy (see paragraph 8);
 - (h) a tenancy or licence which relates to armed forces accommodation (see paragraph 9);
 - (i) a tenancy or licence which relates to direct access accommodation (see paragraph 10).

Meaning of "long tenancy"

- 8 (1) "Long tenancy" means—

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

- (a) a tenancy for a fixed term of more than 21 years (whether or not it is or may become terminable before the end of that term by notice given by the tenant or by re-entry or forfeiture),
 - (b) a tenancy for a term fixed by law because of a covenant or obligation for perpetual renewal, other than a tenancy by sub-demise from one which is not a long tenancy, or
 - (c) a tenancy made in pursuance of Part 5 of the [Housing Act 1985 \(c. 68\)](#) (the right to buy), including a tenancy made in pursuance of that Part as it has effect because of section 17 of the [Housing Act 1996 \(c. 52\)](#) (the right to acquire).
- (2) But a tenancy terminable by notice after a death is not a long tenancy unless it is a shared ownership tenancy.
- (3) A shared ownership tenancy is a tenancy which—
- (a) was made with a housing association which was a registered social landlord or a private registered provider of social housing,
 - (b) was made for a premium calculated by reference to a percentage of the value of the dwelling or of the cost of providing it, and
 - (c) when made complied with the requirements of the shared ownership regulations then in force.
- (4) A tenancy made before any shared ownership regulations were in force is to be treated as within sub-paragraph (3)(c) if, when the tenancy was made, it complied with the requirements of the first such regulations to come into force after it was made.
- (5) “Shared ownership regulations” means regulations under—
- (a) section 140(4)(b) of the [Housing Act 1980 \(c. 51\)](#), or
 - (b) paragraph 5 of Schedule 4A to the [Leasehold Reform Act 1967 \(c. 88\)](#) made for the purposes of paragraph 4(2)(b) of that Schedule.

Meaning of “armed forces accommodation”

- 9 Armed forces accommodation is accommodation which is provided to—
- (a) a member of any of Her Majesty’s forces,
 - (b) a member of the family of a member of any of Her Majesty’s forces, or
 - (c) a civilian subject to service discipline (within the meaning of section 370 of the [Armed Forces Act 2006 \(c. 52\)](#)),
- for the purposes of any of Her Majesty’s forces.

Meaning of “direct access accommodation”

- 10 (1) Direct access accommodation is accommodation which—
- (a) is provided by a community landlord or a registered charity,
 - (b) (subject to availability) is provided on demand to any person who appears to satisfy criteria determined by the community landlord or charity, and
 - (c) is provided only for periods of 24 hours (or less) at a time.
- (2) Accommodation may be direct access accommodation even if it is provided to the same person for several periods in succession.

PART 4

TENANCIES AND LICENCES TO WHICH SPECIAL RULES APPLY: HOMELESSNESS

- 11 A tenancy or licence within section 7, but made with an individual by a local housing authority because of the authority's functions under Part 2 of the [Housing \(Wales\) Act 2014 \(anaw 7\)](#) (homelessness), is not an occupation contract unless the authority is satisfied that it owes a duty to the individual under section 75(1) of that Act (duty to secure availability of suitable accommodation).
- 12 (1) This paragraph applies where a local housing authority, in pursuance of any of its homelessness housing functions, makes arrangements with a relevant landlord for the provision of accommodation.
- (2) A tenancy or licence within section 7 but made with a relevant landlord in pursuance of the arrangements is not an occupation contract until immediately after the end of the notification period.
- (3) Sub-paragraph (2) does not apply if, before the end of the notification period, the landlord gives the person with whom the tenancy or licence is made notice that it is an occupation contract.
- (4) The notification period is the period of 12 months starting with—
- (a) the day on which that person was notified of—
 - (i) the outcome of the authority's assessment under section 62 of the [Housing \(Wales\) Act 2014 \(anaw 7\)](#) or the authority's decision under section 80(5) of that Act, or (as the case may be)
 - (ii) the authority's decision under section 184(3) or 198(5) of the [Housing Act 1996 \(c. 52\)](#), or
 - (b) if there is—
 - (i) a review of that decision under section 85 of the [Housing \(Wales\) Act 2014](#) or an appeal to the county court under section 88 of that Act, or (as the case may be)
 - (ii) a review of that decision under section 202 of the [Housing Act 1996](#) or an appeal to the court under section 204 of that Act,

the day on which that person is notified of the outcome of the assessment or the decision on review, or the day on which the appeal is finally determined.
- (5) In this paragraph—
- “homelessness housing functions” (*“swyddogaethau darparu tai i'r digartref”*) means—
- (a) in relation to a local housing authority for an area in Wales, its functions under sections 68, 73, 75, 82 and 88(5) of the [Housing \(Wales\) Act 2014](#), and
 - (b) in relation to a local housing authority for an area in England, its functions under sections 188, 190, 200 and 204(4) of the [Housing Act 1996](#);
- “local housing authority” (*“awdurdod tai lleol”*) means—
- (a) in relation to Wales, a county council for an area in Wales or a county borough council, and
 - (b) in relation to England, a district council, a London borough council, the Common Council of the City of London or the Council of the Isles of Scilly;

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

- “relevant landlord” (“*landlord perthnasol*”) means—
- (a) a community landlord which is a registered social landlord or a private registered provider of social housing, or
 - (b) a private landlord.

PART 5

TENANCIES AND LICENCES TO WHICH SPECIAL RULES APPLY: SUPPORTED ACCOMMODATION

- 13 (1) A tenancy or licence within section 7, but which relates to supported accommodation (see section 143), is not an occupation contract if the landlord intends that the accommodation provided under the tenancy or licence is not to be subject to an occupation contract.
- (2) But if the tenancy or licence continues after the end of the relevant period, it becomes an occupation contract immediately after the end of that period.
- (3) The relevant period is (subject to paragraph 14)—
- (a) the period of six months starting with the start date of the tenancy or licence, or
 - (b) if the relevant period has been extended under paragraph 15, the period starting with the start date of the tenancy or licence and ending with the date specified in the notice of extension.
- (4) The occupation date of a tenancy or licence which becomes an occupation contract under sub-paragraph (2) is the day immediately after the last day of the relevant period.
- (5) For the purposes of this Part, the start date of a tenancy or licence is the day on which the tenant or licensee is first entitled under the tenancy or licence to occupy the dwelling subject to the tenancy or licence.

Meaning of relevant period where there are previous contracts

- 14 (1) This paragraph applies in relation to a tenancy or licence mentioned in paragraph 13(1) (“the current tenancy or licence”) if—
- (a) the tenant or licensee was previously entitled to occupy supported accommodation under one or more relevant previous contracts, and
 - (b) the current tenancy or licence is the immediate successor of a relevant previous contract.
- (2) A relevant previous contract is a tenancy or licence which relates to supported accommodation and to—
- (a) the dwelling to which the current tenancy or licence relates (“the current dwelling”);
 - (b) if the current dwelling forms part only of a building, another dwelling which is in—
 - (i) that building, or
 - (ii) if that building is one of a number of buildings managed as a single entity, any of those buildings.

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

- (3) If there is a sole tenant or licensee and one relevant previous contract, the relevant period is—
- (a) the period of six months starting with the start date of the relevant previous contract, or
 - (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- (4) If there is a sole tenant or licensee and two or more relevant previous contracts running in immediate succession, the relevant period is—
- (a) the period of six months starting with the start date of the first of those contracts, or
 - (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- (5) If there are joint tenants or licensees, the relevant period is—
- (a) the period of six months starting with the date determined by—
 - (i) identifying, in relation to each joint tenant or licensee, the date on which the relevant period would start under sub-paragraph (3)(a) or (4)(a) if he or she were the sole tenant or licensee, and
 - (ii) taking the earliest of those dates, or
 - (b) if the relevant period has been extended under paragraph 15, the period set out in the notice of extension.
- (6) A tenancy or licence (“contract 2”) is the immediate successor of another tenancy or licence (“contract 1”) if contract 1 ends immediately before the start date of contract 2.

Extending the relevant period

- 15 (1) The landlord may (on one or more occasions) extend the relevant period of a tenancy or licence mentioned in paragraph 13(1) by giving the tenant or licensee a notice of extension in accordance with this paragraph.
- (2) The relevant period may not be extended by more than three months on any separate occasion.
- (3) The notice of extension must be given at least four weeks before the date on which the relevant period would end under whichever of the following applies—
- (a) paragraph 13(3)(a) or (b);
 - (b) paragraph 14(3)(a) or (b);
 - (c) paragraph 14(4)(a) or (b);
 - (d) paragraph 14(5)(a) or (b).
- (4) Before giving a notice of extension, the landlord must consult the tenant or licensee.
- (5) A landlord (other than a local housing authority) may not give a notice of extension without the consent of the local housing authority in whose area the accommodation is provided.
- (6) The notice of extension must—
- (a) state that the landlord has decided to extend the relevant period,
 - (b) set out the reasons for extending the relevant period,

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

- (c) if the landlord is not a local housing authority, state that the local housing authority in whose area the accommodation is provided has consented to the extension, and
 - (d) specify the date on which the relevant period will come to an end.
- (7) The notice of extension must also inform the tenant or licensee that he or she has a right to apply for a review in the county court under paragraph 16, and of the time by which the application must be made.
- (8) In making the decision to extend the relevant period, the landlord may take into account—
- (a) the conduct of the tenant or licensee (or, if there is more than one tenant or licensee, the conduct of any of them), and
 - (b) the conduct of any person who appears to the landlord to live in the dwelling.
- (9) A landlord may take a person’s conduct into account under sub-paragraph (8)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
- (10) The Welsh Ministers may make provision by regulations for the purposes of sub-paragraph (5), including provision about the procedure to be followed in relation to obtaining the consent of a local housing authority.

County court review of decision to extend

- 16 (1) This section applies if a landlord gives a tenant or licensee a notice of extension under paragraph 15.
- (2) The tenant or licensee may apply to the county court for a review—
- (a) where the landlord is a local housing authority, of the decision to give a notice of extension, or
 - (b) where the landlord is not a local housing authority, of the local housing authority’s decision to consent to the landlord giving the notice of extension.
- (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 tenant or licensee a notice of extension.
- (4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (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 tenant or licensee 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 tenant or licensee’s failure to make the application in time and for any delay in applying for permission.
- (5) The county court may—
- (a) confirm or quash the decision, or
 - (b) vary the length of the extension (subject to paragraph 15(2)).
- (6) In considering whether to confirm or quash the decision or vary the length of the extension, the county court must apply the principles applied by the High Court on an application for judicial review.

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

- (7) If the county court varies the length of the extension, the notice of extension has effect accordingly.
- (8) If the county court quashes the decision—
 - (a) the notice of extension is of no effect, and
 - (b) the county court may make any order the High Court could make when making a quashing order on an application for judicial review.
- (9) If the county court quashes the decision and the landlord gives the tenant or licensee a further notice of extension under paragraph 15 before the end of the post-review period, the notice has effect as if given in accordance with paragraph 15(3) (other than for the purposes of sub-paragraph (3)).
- (10) The post-review period is the period of 14 days beginning with the day on which the county court varies the length of the extension or quashes the decision.

PART 6

POWER TO AMEND SCHEDULE

- 17 The Welsh Ministers may by regulations amend this Schedule.

SCHEDULE 3

(introduced by sections 11 and 12)

OCCUPATION CONTRACTS MADE WITH OR ADOPTED BY COMMUNITY LANDLORDS WHICH MAY BE STANDARD CONTRACTS

Occupation contracts by notice

- 1 An occupation contract which would not be an occupation contract but for a notice under paragraph 1 or 3 of Schedule 2.

Supported accommodation

- 2 An occupation contract which relates to supported accommodation.

Introductory occupation

- 3 (1) An occupation contract within this paragraph which does not relate to supported accommodation.
- (2) An occupation contract is within this paragraph unless, immediately before the relevant date—
- (a) a contract-holder under it was a contract-holder under a secure contract, and
 - (b) the landlord under the secure contract was a community landlord.
- (3) The relevant date—
- (a) in relation to a contract made with a community landlord, is the occupation date, and

- (b) in relation to a contract under which a community landlord becomes the landlord, is the day on which it becomes the landlord.

Accommodation for asylum seekers

- 4 An occupation contract made in order to provide accommodation under Part 6 of the [Immigration and Asylum Act 1999 \(c. 33\)](#) (support for asylum seekers).

Accommodation for displaced persons

- 5 An occupation contract made under the [Displaced Persons \(Temporary Protection\) Regulations 2005 \(S.I. 2005/1379\)](#).

Accommodation for homeless persons

- 6 An occupation contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy: general

- 7 (1) An occupation contract where the contract-holder—
- (a) is employed by a relevant employer, and
 - (b) is required by his or her contract of employment to occupy the dwelling.
- (2) “Relevant employer” means—
- (a) a local authority;
 - (b) a new town corporation;
 - (c) a housing action trust;
 - (d) an urban development corporation;
 - (e) a registered social landlord (other than a fully mutual housing association or a co-operative housing association);
 - (f) a private registered provider of social housing;
 - (g) a manager who exercises a local housing authority’s management functions under a management agreement;
 - (h) the governing body of any of the following schools (see the [School Standards and Framework Act 1998 \(c. 31\)](#))—
 - (i) a voluntary aided school,
 - (ii) a foundation school, or
 - (iii) a foundation special school.
- (3) “Management agreement” means an agreement under section 27 of the [Housing Act 1985 \(c. 68\)](#) and “manager” means a person with whom the agreement is made.

Service occupancy: police

- 8 An occupation contract where—
- (a) the contract-holder is a member of a police force, and
 - (b) the dwelling is provided for the contract-holder free of rent under regulations made under section 50 of the [Police Act 1996 \(c.16\)](#) (general regulations as to government, administration and conditions of service).

Service occupancy: fire and rescue services

- 9 An occupation contract where—
- (a) the contract-holder is an employee of a fire and rescue authority,
 - (b) the contract-holder's contract of employment requires him or her to live in close proximity to a particular fire station, and
 - (c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

Student accommodation

- 10 (1) An occupation contract where the right to occupy is conferred for the purpose of enabling the contract-holder to attend a designated course at an educational establishment.
- (2) "Designated course" means a course of any kind prescribed for the purposes of this paragraph.
- (3) "Educational establishment" means an institution or university which provides further education or higher education (or both); and "further education" and "higher education" have the same meaning as in the [Education Act 1996 \(c. 56\)](#) (see sections 2 and 579 of that Act).

Temporary accommodation: land acquired for development

- 11 (1) An occupation contract where—
- (a) the land the dwelling is on (including any land occupied together with the dwelling other than agricultural land exceeding 0.809 hectares) is, or is part of, land which has been acquired for development, and
 - (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.
- (2) "Development" has the meaning given by section 55 of the [Town and Country Planning Act 1990 \(c. 8\)](#).

Temporary accommodation: persons taking up employment

- 12 An occupation contract where—
- (a) immediately before the making of the contract the contract-holder was not living in the local housing authority area in which the dwelling is situated,
 - (b) before the making of the contract the contract-holder obtained employment or an offer of employment in that area or in an adjoining local housing authority area, and
 - (c) the right to occupy was conferred for the purpose of meeting the contract-holder's need for temporary accommodation in the local housing authority area in which the dwelling is situated or in an adjoining local housing authority area in order to work there, and enabling him or her to find permanent accommodation there.

Temporary accommodation: short-term arrangements

- 13 An occupation contract where—

- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
- (b) the terms on which it has been let include provision for the lessor to obtain vacant possession from the landlord at the end of a specified period or when required by the lessor,
- (c) the lessor is not a community landlord, and
- (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.

Temporary accommodation: accommodation during works

- 14 (1) An occupation contract where—
- (a) the dwelling (the “temporary dwelling”) has been made available for occupation by the contract-holder while works are carried out on the dwelling previously occupied by the contract-holder as a home,
 - (b) the landlord of the temporary dwelling is not the same as the landlord of the dwelling previously occupied by the contract-holder (the “old dwelling”), and
 - (c) the contract-holder was not a contract-holder under a secure contract of the old dwelling at the time when the contract-holder ceased to occupy it as a home.
- (2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.
- (3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under an occupation contract if that person was an earlier contract-holder under the same contract.

Accommodation which is not social accommodation

- 15 (1) An occupation contract where—
- (a) the allocation rules did not apply to the making of the contract, or
 - (b) the dwelling is made available to the contract-holder because he or she is a key worker.
- (2) The allocation rules are the landlord’s rules for determining priority as between applicants in the allocation of housing accommodation, and include any rule or practice whereby the landlord provides accommodation to persons nominated by a local housing authority.
- (3) Whether a contract-holder is a “key worker” is to be determined in accordance with regulations made by the Welsh Ministers.
- (4) The regulations may include provision identifying key workers by reference to the nature of their employment, the identity of their employer, and the amount of their earnings.

Dwellings intended for transfer

- 16 An occupation contract where—
- (a) the community landlord is a registered social landlord or a private registered provider of social housing,

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

- (b) the landlord has acquired or built or otherwise developed the dwelling with the intention of transferring it to a fully mutual housing association or a co-operative housing association, and
- (c) the occupation contract is made in anticipation of the transfer of the dwelling.

Power to amend Schedule

17 The Welsh Ministers may by regulations amend this Schedule.

SCHEDULE 4

(introduced by section 16)

INTRODUCTORY STANDARD CONTRACTS

Introductory period

- 1 (1) The introductory period, in relation to an occupation contract which is a periodic standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3, is—
- (a) the period of 12 months starting with the introduction date of the contract, or
 - (b) if there is an extension under paragraph 3, the period of 18 months starting with the introduction date of the contract.
- (2) Sub-paragraph (3) applies instead of sub-paragraph (1) if, at the end of what would be the introductory period under sub-paragraph (1)—
- (a) a possession claim made by the landlord in respect of the dwelling has not been concluded, or
 - (b) the landlord has given the contract-holder a possession notice or a notice under section 173 (landlord's notice to end contract), and the period before the end of which the landlord may make a possession claim has not ended.
- (3) Where this sub-paragraph applies, the introductory period is the period starting with the introduction date of the contract and ending—
- (a) when a relevant event occurs, or
 - (b) if no relevant event occurs, immediately after the contract ends.
- (4) In a case within sub-paragraph (2)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (5) In a case within sub-paragraph (2)(b) each of the following is a relevant event—
- (a) withdrawal of the notice;
 - (b) the period ending without a possession claim having been made;
 - (c) conclusion in favour of the contract-holder of a possession claim made in reliance on the notice.
- (6) If a private landlord becomes the landlord under the contract before the time at which the introductory period would end apart from this sub-paragraph, the introductory period ends.
- (7) The introduction date of an occupation contract is (subject to paragraph 2)—
- (a) the occupation date of the contract, or

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

- (b) if the contract became a periodic standard contract because the first exception in section 12 applied and because it was within paragraph 3 of Schedule 3 on a community landlord becoming the landlord under the contract, the day the community landlord became the landlord.

Meaning of introduction date where there are previous introductory standard contracts

- 2
- (1) This paragraph applies in relation to an occupation contract which is a periodic standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3 if—
 - (a) a contract-holder under the contract (“the current contract”) was previously a contract-holder under one or more introductory standard contracts (“previous contracts”), and
 - (b) the current contract is the immediate successor of a previous contract.
 - (2) If there is a sole contract-holder and one previous contract, the introduction date of the current contract is the introduction date of the previous contract.
 - (3) If there is a sole contract-holder and two or more previous contracts running in immediate succession, the introduction date of the current contract is the introduction date of the first of those contracts.
 - (4) If there are joint contract-holders, the introduction date of the contract is determined by—
 - (a) identifying, in relation to each joint contract-holder, what the introduction date would be under sub-paragraphs (2) and (3) if he or she were the sole contract-holder, and
 - (b) taking the earliest of those dates.
 - (5) Sub-paragraph (6) applies if the introductory period of a previous contract with the same introduction date as the current contract was extended under paragraph 3.
 - (6) Where this sub-paragraph applies, the introductory period of the current contract is the period of 18 months starting with the introduction date of the current contract.
 - (7) An occupation contract (“contract 2”) is the immediate successor of another contract (“contract 1”) if contract 1 ends immediately before the occupation date of contract 2.

Extending the introductory period

- 3
- (1) The landlord may extend the introductory period to the period of 18 months starting with the introduction date of the contract by giving the contract-holder a notice of extension.
 - (2) The notice of extension must be given to the contract-holder at least eight weeks before the day on which the introductory period would end under paragraph 1(1)(a).
 - (3) The notice of extension must state that the landlord has decided to extend the introductory period, and set out the reasons for that decision.
 - (4) The notice of extension must also inform the contract-holder that he or she has a right to request a review under paragraph 4 of the landlord’s decision to extend the introductory period, and of the time by which the request must be made.

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

- (5) In making the decision to extend the introductory period, the landlord may take into account—
 - (a) the conduct of the contract-holder (or, if there are joint contract-holders, the conduct of any of them), and
 - (b) the conduct of any person who appears to the landlord to live in the dwelling.
- (6) A landlord may take a person’s conduct into account under sub-paragraph (5)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
- (7) The Welsh Ministers may by regulations amend sub-paragraph (2) for the purpose of changing when a notice of extension must be given to a contract-holder; the power under section 256(2) to make consequential amendments includes, in its application to regulations under this sub-paragraph, the power to make consequential amendments to this Schedule.

Landlord’s review of decision to extend introductory period

- 4 (1) If a landlord gives a notice of extension under paragraph 3, the contract-holder may request that the landlord carries out a review of the decision to give the notice.
- (2) The request must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice of extension.
- (3) If the contract-holder requests a review in accordance with sub-paragraph (2), the landlord must carry out the review.
- (4) Following a review, the landlord may—
 - (a) confirm the decision to give the notice, or
 - (b) reverse the decision.
- (5) The landlord must notify the contract-holder of the outcome of the review before the date on which the introductory period would end under paragraph 1(1)(a).
- (6) If the landlord confirms the decision, the notice must—
 - (a) set out the reasons for the confirmation, and
 - (b) inform the contract-holder that he or she has a right to apply for a review in the county court under paragraph 5, and of the time by which the application must be made.
- (7) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this paragraph.
- (8) Regulations under sub-paragraph (7) may, amongst other things—
 - (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and
 - (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

County court review of decision to extend

- 5 (1) This paragraph applies if a landlord, following a request for a review made in accordance with paragraph 4(2)—

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

- (a) gives notice under paragraph 4(5) informing the contract-holder that the landlord has decided to confirm a decision to give a notice of extension under paragraph 3, or
 - (b) fails to give notice in accordance with paragraph 4(5).
- (2) The contract-holder may apply to the county court for a review of the decision to give the notice of extension.
- (3) The application must be made—
 - (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder notice under paragraph 4(5), or
 - (b) if no notice has been given in accordance with paragraph 4(5), before the end of the period of 14 days starting with the day after the date by which the landlord was required to give notice under that sub-paragraph.
- (4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (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 of extension.
- (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—
 - (a) the notice of extension is of no effect, and
 - (b) the county court 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 of extension under paragraph 3 before the end of the post-review period—
 - (a) the notice has effect as if given in accordance with paragraph 3(2) (other than for the purposes of paragraph 4(2)), and
 - (b) paragraph 4(5) is to be read as if it requires the landlord to notify the contract-holder of the outcome of a review under that paragraph before the end of the period of 14 days starting with the day on which the contract-holder requested the review.
- (9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

Written statement may address secure contract arising at end of introductory standard contract

- 6 (1) Sub-paragraph (2) applies if, before the end of the introductory period, the landlord and the contract-holder have agreed (subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions) what the terms of the secure contract that may arise at the end of the introductory period are to be.

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

- (2) A written statement of the introductory standard contract may set out the terms of the secure contract by—
- (a) identifying the terms of the introductory standard contract that will not be terms of the secure contract, and setting out the terms that will apply only to the secure contract, or
 - (b) separately setting out all of the terms of the secure contract.
- (3) Where a written statement of an introductory standard contract addresses the secure contract in accordance with sub-paragraph (2) (a “relevant written statement”)—
- (a) the relevant written statement is not incorrect (see section 37) merely because it addresses the secure 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 secure contract, and
 - (c) the terms of the secure contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).
- (4) If the occupation date of a secure contract addressed in a relevant written statement changes because the landlord has extended the introductory period in accordance with paragraph 3, the relevant written statement is not incorrect merely because it does not set out the new occupation date.
- 7 (1) A secure contract addressed in a relevant written statement may be varied by agreement between the landlord and the contract-holder before the occupation date of the secure contract, subject to sub-paragraphs (2) to (5).
- (2) Section 108(1) to (5) (limit on variation) applies in relation to such a variation.
 - (3) Sections 109(1) to (3) and 110 (written statement of variation) apply in relation to such a variation.
 - (4) Section 104(1) to (3) or (as the case may be) section 105(1)(b) and (2) to (4) applies in relation to a variation of the rent or other consideration which is to be payable under the secure contract.
 - (5) Sections 104(3)(a) and 105(4)(a), as applied by sub-paragraph (4), are to be read as if for “any date” there were substituted “the occupation date of the secure contract, or a later date”.
 - (6) This paragraph is a fundamental provision which is incorporated as a term of all introductory standard contracts where the written statement of the contract is a relevant written statement; section 20 provides that this paragraph—
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

Terms of secure contract which was an introductory standard contract

- 8 (1) This paragraph applies where an introductory standard contract ends and is replaced with a secure contract because the introductory period has ended, and the landlord has not addressed the secure contract in the written statement of the introductory standard contract in accordance with paragraph 6(2).

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

- (2) If the landlord and the contract-holder have agreed what the terms of the secure contract are to be in that event, the terms of the contract are the terms agreed.
- (3) Sub-paragraph (2) is subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions.
- (4) If the landlord and the contract-holder have not agreed what the terms of the secure contract are to be in that event—
 - (a) the fundamental and supplementary provisions applicable to secure contracts made with the landlord are incorporated as terms of the contract without modification,
 - (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
 - (c) otherwise, the terms of the secure contract are the same as the terms of the introductory standard contract.

Landlord's duty to give address at start of contract does not apply in relation to secure contract

- 9 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 secure contract which replaces an introductory standard contract.

SCHEDULE 5

(introduced by section 46)

DEPOSIT SCHEMES: FURTHER PROVISION

Deposit schemes

- 1 (1) The Welsh Ministers must make arrangements for securing that one or more deposit schemes are available.
- (2) “Deposit scheme” means a scheme for the purpose of—
 - (a) safeguarding deposits paid in connection with occupation contracts, and
 - (b) facilitating the resolution of disputes arising in connection with such deposits.
- (3) “Arrangements” means arrangements with any person (“the scheme administrator”) under which the scheme administrator undertakes to establish and maintain a deposit scheme of a description specified in the arrangements.
- (4) The arrangements must require the scheme administrator to give the Welsh Ministers such information, and such facilities for obtaining information, as the Welsh Ministers may require.
- (5) The Welsh Ministers may—
 - (a) give financial assistance to the scheme administrator;
 - (b) make other payments to the scheme administrator in pursuance of the arrangements;
 - (c) guarantee the discharge of any financial obligation incurred by the scheme administrator in connection with the arrangements.

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

- (6) The Welsh Ministers may make regulations conferring powers and imposing duties on scheme administrators.

Authorised deposit schemes: proceedings where the occupation contract has not ended

- 2 (1) Where a deposit has been paid in connection with an occupation contract that has not ended, the contract-holder (or any person who has paid the deposit on his or her behalf) may make an application to the county court on any of the following grounds.
- (2) The first ground is that the landlord has not complied with section 45(2)(a) (initial requirements of an authorised deposit scheme).
- (3) The second ground is that the landlord has not complied with section 45(2)(b) (provision of required information).
- (4) The third ground is that the applicant—
- (a) has been notified by the landlord that a particular authorised deposit scheme applies to the deposit, but
 - (b) has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme.
- (5) The county court must act as follows if—
- (a) in the case of an application on the first or second ground, it is satisfied that the ground is made out, or
 - (b) in the case of an application on the third ground, it is not satisfied that the deposit is being held in accordance with an authorised deposit scheme.
- (6) The county court must either—
- (a) order the person who appears to be holding the deposit to repay the deposit to the applicant before the end of the relevant period, or
 - (b) order the person who appears to be holding the deposit to pay the deposit, before the end of the relevant period, to the scheme administrator of a custodial deposit scheme (if such a scheme is in force in accordance with arrangements under paragraph 1) to be held in accordance with the scheme.
- (7) The county court must also order the landlord to pay to the applicant, before the end of the relevant period, a sum of money not less than the amount of the deposit and not more than three times the amount of the deposit.
- (8) The relevant period is the period of 14 days beginning with the date of the order.
- (9) For the purposes of this paragraph, a custodial deposit scheme is a deposit scheme (within the meaning of paragraph 1(2)) under which deposits are paid to the scheme administrator by the landlord and held by the scheme administrator until, in accordance with the scheme, they fall to be paid to the landlord or contract-holder (or any person who paid the deposit on the contract-holder's behalf).

Authorised deposit schemes: proceedings where the occupation contract has ended

- 3 (1) Where a deposit has been paid in connection with an occupation contract that has ended, the person who was the contract-holder under the contract (or any person who paid the deposit on his or her behalf) may make an application to the county court on any of the following grounds.

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

- (2) The first ground is that the landlord did not comply with section 45(2)(a) (initial requirements of an authorised deposit scheme).
- (3) The second ground is that the landlord did not comply with section 45(2)(b) (provision of required information).
- (4) The third ground is that the applicant—
 - (a) was notified by the landlord that a particular authorised deposit scheme applied to the deposit, but
 - (b) has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme.
- (5) If the county court—
 - (a) in the case of an application on the first or second ground, is satisfied that the ground is made out, or
 - (b) in the case of an application on the third ground, is not satisfied that the deposit is being held in accordance with an authorised deposit scheme,it may order the person who appears to be holding the deposit to repay all or part of the deposit to the applicant before the end of the relevant period.
- (6) If sub-paragraph (5)(a) or (b) applies, the county court (whether or not it makes an order under that sub-paragraph) must order the landlord to pay to the applicant, before the end of the relevant period, a sum of money not less than the amount of the deposit and not more than three times the amount of the deposit.
- (7) The relevant period is the period of 14 days beginning with the date of the order.

Existing deposit used in connection with a renewed or other kind of substitute occupation contract

- 4
- (1) This paragraph applies where—
 - (a) a contract-holder paid a deposit in connection with an occupation contract (“the original contract”),
 - (b) the landlord, in respect of the deposit—
 - (i) dealt with it in accordance with an authorised deposit scheme,
 - (ii) complied with the initial requirements of the scheme, and
 - (iii) provided the information required by section 45(2)(b),
 - (c) the original contract is replaced with a substitute occupation contract, and
 - (d) the deposit that was paid in connection with the original contract continues to be held—
 - (i) in connection with the substitute occupation contract, and
 - (ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in paragraph (b)(ii) and (iii) were last complied with in respect of it.
 - (2) This paragraph also applies where—
 - (a) a substitute occupation contract is replaced with a new substitute occupation contract, and
 - (b) the deposit that was paid in connection with the original contract continues to be held—
 - (i) in connection with the new substitute occupation contract, and

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

- (ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in sub-paragraph (1)(b)(ii) and (iii) were last complied with in respect of it.
- (3) The landlord is to be treated as having complied with the requirements in section 45 in relation to the deposit held in connection with the substitute occupation contract.
- (4) For the purposes of this paragraph, an occupation contract is replaced with a substitute occupation contract if—
 - (a) the occupation date of the substitute occupation contract falls immediately after the end of the preceding occupation contract,
 - (b) the landlord and contract-holder under the substitute occupation contract are the same as under the preceding contract, and
 - (c) the substitute occupation contract relates to the same (or substantially the same) dwelling as the preceding contract.

Power to amend Schedule

- 5 The Welsh Ministers may by regulations amend this Schedule.

SCHEDULE 6

(introduced by sections 50, 58, 115 and
119)

REASONABLENESS OF WITHHOLDING CONSENT ETC.

PART 1

INTRODUCTORY

- 1 (1) This Schedule applies for the purpose of determining whether—
- (a) it is reasonable for a landlord to refuse consent to a transaction, or
 - (b) a condition subject to which a landlord gives consent is reasonable.
- (2) Part 2 sets out circumstances which must be taken into account for that purpose, to the extent that they are relevant (and to the extent that there is no other requirement to take them into account for that purpose; for example, under the [Human Rights Act 1998 \(c. 42\)](#)).
- (3) Part 3 sets out circumstances (in addition to those in Part 2) which must be taken into account for that purpose in relation to specific kinds of transaction, to the extent that they are relevant (and to the extent that there is no other requirement to take them into account for that purpose).
- (4) Parts 2 and 3 also set out certain circumstances in which it is always reasonable for a landlord to refuse consent or impose conditions (subject to the Convention rights of the contract-holder and any other person affected by the landlord's decision).

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).
- (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.

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

- 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.

PART 3

CIRCUMSTANCES WHICH MAY BE RELEVANT TO REASONABLENESS IN RELATION TO PARTICULAR TRANSACTIONS

Section 49: proposed joint contract-holder

- 9 (1) This paragraph applies where the contract-holder under the occupation contract seeks the landlord's consent to adding a joint contract-holder under section 49.

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

- (2) Where this paragraph applies, the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant)—
 - (a) whether the proposed joint contract-holder is a suitable contract-holder;
 - (b) whether he or she is a member of the contract-holder's family (see section 250) and, if so, the nature of the relationship;
 - (c) whether the proposed joint contract-holder is likely to become a sole contract-holder in relation to the dwelling;
 - (d) whether he or she is likely, but for being made a joint contract-holder, to succeed to the contract under section 73.
 - (3) Circumstances relevant to sub-paragraph (2)(a) may include whether the proposed joint contract-holder—
 - (a) is likely to comply with the contract, and
 - (b) has complied with other occupation contracts (whether as contract-holder under those contracts or otherwise).
 - (4) Circumstances relevant to sub-paragraph (2)(c) may include—
 - (a) whether the landlord would have been able to refuse consent if the contract-holder requested the landlord's consent to a transfer of the contract to the proposed joint contract-holder, and
 - (b) any circumstances that would be relevant if the landlord were considering whether to make a new occupation contract in relation to the dwelling with that person.
 - (5) Circumstances relevant to sub-paragraph (2)(d) may include the probable effect of giving consent as regards—
 - (a) the persons who may in future be qualified to succeed to the occupation contract, and
 - (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.
- 10 (1) This paragraph applies where the contract-holder under the occupation contract seeks the landlord's consent to adding a joint contract-holder under section 49.
- (2) If the landlord considers that the probable effect of giving consent is to substantially lengthen the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in sub-paragraph (3).
 - (3) The condition is that the joint contract-holder is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

Section 114: transfer to potential successor in relation to a secure contract

- 11 (1) This paragraph applies if a contract-holder under a secure contract seeks the landlord's consent to a transfer of the contract to a potential successor in accordance with section 114.
- (2) Where this paragraph applies the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant)—
 - (a) the probable effect of giving consent as regards the persons who may in future be qualified to succeed to the occupation contract, and

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

- (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.
- 12 (1) This paragraph applies if a contract-holder under a secure contract seeks the landlord's consent to a transfer of the contract to a potential successor in accordance with section 114.
- (2) If the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in subparagraph (3).
- (3) The condition is that the potential successor is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

Section 118: transfer to secure contract-holder in relation to a secure contract with a community landlord

- 13 (1) This paragraph applies if a contract-holder under a secure contract (“the transferor”) seeks to transfer the contract in accordance with section 118 to a person (“the transferee”) who is a contract-holder under another secure contract.
- (2) Where this paragraph applies, the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant)—
- (a) whether the transfer is to be part of a series of transactions and, if it is, all the circumstances relating to the other transactions intended to be part of the series (see also paragraph 14(2)), and
 - (b) whether the transferee is a priority or reserve successor in relation to the secure contract under which he or she is a contract-holder before the transfer (see also paragraph 14(3)).
- 14 (1) This paragraph applies if a contract-holder under a secure contract (“the transferor”) seeks to transfer the contract in accordance with section 118 to a person (“the transferee”) who is a contract-holder under another secure contract.
- (2) If the transfer is to be part of a series of transactions it is reasonable to impose a condition that the transfer may take place only if the other transactions take place.
- (3) If the transferee is a priority or reserve successor in relation to the secure contract under which he or she is a contract-holder before the transfer, it is reasonable to impose a condition requiring that the transferee is to be treated for the purposes of this Act as a successor of that kind in relation to the secure contract transferred to him or her by the transferor.

SCHEDULE 7

(introduced by sections 116 and 117)

PROHIBITED CONDUCT STANDARD CONTRACTS

Procedure on application for an order under section 116

- 1 (1) The court may not hear a landlord's application for an order under section 116 unless—

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

- (a) the landlord has given notice to the contract-holder of the landlord's intention to apply for such an order, or
 - (b) the court considers it reasonable to dispense with the requirement of notice.
- (2) A notice under sub-paragraph (1) must give particulars of the conduct in respect of which the order is sought and state that proceedings may not be brought—
- (a) before the day specified in the notice, or
 - (b) after the end of the period of six months starting with the day on which the notice is given to the contract-holder.
- (3) The day specified for the purposes of sub-paragraph (2)(a) may be the day on which the notice is given to the contract-holder.
- (4) The landlord may, in the same proceedings, apply to the court for an order under section 116 and make a possession claim.

Terms of prohibited conduct standard contract

- 2 (1) This section applies where a periodic standard contract is created by an order under section 116.
- (2) If the landlord and the contract-holder agree the terms of the periodic standard contract, the terms of the contract are the terms agreed.
- (3) Sub-paragraph (2) is subject to the provisions of this Act about the incorporation of fundamental and supplementary provisions.
- (4) If the landlord and the contract-holder do not agree the terms of the periodic standard contract—
- (a) the fundamental and supplementary provisions applicable to periodic standard contracts are incorporated as terms of the contract without modification,
 - (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
 - (c) otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract.
- (5) Whether or not the landlord and contract holder agree the terms of the periodic standard contract, it is a term of the contract that—
- (a) any arrears of rent payable at the end of the secure contract become payable under the periodic standard contract, and
 - (b) any rent paid in advance or overpaid at the end of the secure contract is credited to the contract-holder's liability to pay rent under the periodic standard contract.
- (6) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.
- (7) Section 151(3) (requirement to inform contract-holder of right to apply for landlord's review under section 202) provides that that section is a fundamental provision which is incorporated as a term of all prohibited conduct standard contracts.
- (8) Prohibited conduct standard contracts are within Schedule 9; accordingly section 175 (restriction on giving landlord's notice during first four months of occupation) is not incorporated as a term of a prohibited conduct standard contract.

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

Probation period

- 3 (1) The probation period, in relation to an occupation contract which is a periodic standard contract because of an order under section 116, is—
- (a) the period of 12 months starting with the occupation date of the contract (see section 116(2)(b)), or
 - (b) if there is an extension under paragraph 4, the period of 18 months starting with the occupation date of the contract.
- (2) If the landlord gives the contract-holder notice that the probation period will end before the time at which it would end under sub-paragraph (1), the period ends on the date specified in the notice.
- (3) If under paragraph 7 the court orders that the probation period will end before the time at which it would end under sub-paragraph (1), the period ends on the date specified in the order.
- (4) If sub-paragraphs (2) and (3) both apply, the period ends on the earlier of the date specified in the notice and the date specified in the order.
- (5) Sub-paragraph (6) applies instead of sub-paragraphs (1) to (4) if, at what would be the end of probation period under those sub-paragraphs—
- (a) a possession claim made by the landlord in respect of the dwelling has not been concluded, or
 - (b) the landlord has given the contract-holder a possession notice or a notice under section 173 (landlord's notice to end contract), and the period before the end of which the landlord may make a possession claim has not ended.
- (6) Where this sub-paragraph applies, the probation period is the period starting with the occupation date of the contract and ending—
- (a) when a relevant event occurs, or
 - (b) if no relevant event occurs, immediately after the contract ends.
- (7) In a case within sub-paragraph (5)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (8) In a case within sub-paragraph (5)(b) each of the following is a relevant event—
- (a) withdrawal of the notice;
 - (b) the period ending without a possession claim having been made;
 - (c) conclusion in favour of the contract-holder of a possession claim made in reliance on the notice.
- (9) If a private landlord other than a registered charity becomes the landlord under the contract before the time at which the probation period would end apart from this sub-paragraph, the probation period ends.

Extending probation period

- 4 (1) The landlord may extend the probation period to the period of 18 months starting with the occupation date of the contract by giving the contract-holder a notice of extension.
- (2) The notice of extension must be given to the contract-holder at least eight weeks before the date on which the probation period would end under paragraph 3(1)(a).

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

- (3) The notice of extension must state that the landlord has decided to extend the probation period, and set out the reasons for the landlord's decision.
- (4) The notice of extension must also inform the contract-holder that he or she has a right to request a review under paragraph 5 of the landlord's decision to extend the probation period, and of the time by which the request must be made.
- (5) In making the decision to extend the probation period, the landlord may take into account—
 - (a) the conduct of the contract-holder (or, if there are joint contract-holders, the conduct of any of them), and
 - (b) the conduct of any person who appears to the landlord to live in the dwelling.
- (6) A landlord may take into account a person's conduct under sub-paragraph (5)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
- (7) The Welsh Ministers may by regulations amend sub-paragraph (2) for the purpose of changing when a notice of extension must be given to a contract-holder; the power under section 256(2) to make consequential amendments includes, in its application to regulations under this sub-paragraph, the power to make consequential amendments to this Schedule.

Landlord's review of decision to extend probation period

- 5 (1) If a landlord gives a notice of extension under paragraph 4, the contract-holder may request that the landlord carries out a review of the decision to give the notice.
- (2) The request must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice of extension.
- (3) If the contract-holder requests a review in accordance with sub-paragraph (2), the landlord must carry out the review.
- (4) Following a review, the landlord may—
 - (a) confirm the decision to give the notice, or
 - (b) reverse the decision.
- (5) The landlord must notify the contract-holder of the outcome of the review before the date on which the probation period would end under paragraph 3(1)(a).
- (6) If the landlord confirms the decision, the notice must—
 - (a) set out the reasons for the confirmation, and
 - (b) inform the contract-holder that he or she has a right to apply for a review in the county court under paragraph 6, and of the time by which the application must be made.
- (7) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this paragraph.
- (8) Regulations under sub-paragraph (7) may, amongst other things—
 - (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and

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

- (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

County court review of decision to extend probation period

- 6 (1) This paragraph applies if a landlord, following a request for a review made in accordance with paragraph 5(2)—
- (a) gives notice under paragraph 5(5) informing the contract-holder that the landlord has decided to confirm a decision to give a notice of extension under paragraph 4, or
 - (b) fails to give a notice in accordance with paragraph 5(5).
- (2) The contract-holder may apply to the county court for a review of the decision to give the notice of extension.
- (3) The application must be made—
- (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder notice under paragraph 5(5), or
 - (b) if no notice has been given in accordance with paragraph 5(5), before the end of the period of 14 days starting with the day after the date by which the landlord was required to give notice under that sub-paragraph.
- (4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (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 of extension.
- (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—
- (a) the notice of extension is of no effect, and
 - (b) the county court 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 of extension under paragraph 4 before the end of the post-review period—
- (a) the notice has effect as if given in accordance with paragraph 4(2) (other than for the purposes of paragraph 5(2)), and
 - (b) paragraph 5(5) is to be read as if it requires the landlord to notify the contract-holder of the outcome of a review under that paragraph before the end of the period of 14 days starting with the day on which the contract-holder requested the review.
- (9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

Application to court to end probation period

- 7
- (1) The contract-holder under an occupation contract which is a periodic standard contract because of an order under section 116 may apply to the court for an order ending the probation period before the time at which it would end under paragraph 3(1).
 - (2) The application may be made at any time after the end of the period of six months starting with the occupation date of the contract (see section 116(2)(b)).
 - (3) The court may end the probation period only if it is satisfied that—
 - (a) it is no longer necessary for the contract-holder to occupy under a periodic standard contract, or
 - (b) the landlord has not made an appropriate programme of social support available to the contract-holder and it is unlikely that such support will be made available.

Terms of secure contract that was a prohibited conduct standard contract

- 8
- (1) This paragraph applies where a prohibited conduct standard contract ends and is replaced with a secure contract because the probation period has ended.
 - (2) If the landlord and the contract-holder have agreed what the terms of the secure contract are to be in that event, the terms of the contract are the terms agreed.
 - (3) Sub-paragraph (2) is subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions.
 - (4) If the landlord and the contract-holder have not agreed what the terms of the secure contract are to be in that event—
 - (a) the fundamental and supplementary provisions applicable to secure contracts made with the landlord are incorporated as terms of the contract without modification,
 - (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
 - (c) otherwise, the terms of the secure contract are the same as the terms of the prohibited conduct standard contract.
 - (5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.

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

SCHEDULE 8

(introduced by sections 160 and 162)

ESTATE MANAGEMENT GROUNDS

PART 1

THE GROUNDS

REDEVELOPMENT GROUNDS

Ground A (building works)

- 1 The landlord intends, within a reasonable time of obtaining possession of the dwelling—
- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
 - (b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

- 2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.
- (2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.
- (3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

- 3 (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.
- (2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.
- (3) In this paragraph "charity" has the same meaning as in the [Charities Act 2011 \(c. 25\)](#) (see section 1 of that Act).

Ground D (dwelling suitable for disabled people)

- 4 The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically

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

disabled person who requires accommodation of a kind provided by the dwelling and—

- (a) there is no longer such a person living in the dwelling, and
- (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person’s family).

Ground E (housing associations and housing trusts: people difficult to house)

- 5 (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—
- (a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
 - (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person’s family).
- (2) A person is difficult to house if that person’s circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

- 6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—
- (a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
 - (b) there is no longer a person with those special needs living in the dwelling, and
 - (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

- 7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

- 8 (1) This ground arises if the first condition and the second condition are met.
- (2) The first condition is that a joint contract-holder’s rights and obligations under the contract have been ended in accordance with—
- (a) section 111, 130 or 138 (withdrawal), or
 - (b) section 225, 227 or 230 (exclusion).
- (3) The second condition is that—

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

- (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
- (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

- 9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
- (2) An estate management reason may, in particular, relate to—
- (a) all or part of the dwelling, or
 - (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

FUNDAMENTAL PROVISION

Fundamental provision applicable to all occupation contracts

- 10 This Part of this Schedule is a fundamental provision which is incorporated as a term of all occupation contracts.

PART 2

APPROVAL OF REDEVELOPMENT SCHEMES FOR PURPOSES OF GROUND B

Approval of scheme and of variation of scheme

- 11 (1) The Welsh Ministers may, on the application of a landlord, approve for the purposes of estate management Ground B a scheme for the disposal and redevelopment of an area of land consisting of or including the whole or part of a dwelling subject to an occupation contract.
- (2) For the purposes of this paragraph—
- (a) “disposal” means a disposal of any interest in the land (including the grant of an option), and
 - (b) “redevelopment” means the demolition or reconstruction of buildings or the carrying out of other works to buildings or land,
- and it is immaterial whether the disposal is to precede or follow the redevelopment.
- (3) The Welsh Ministers may on the application of the landlord approve a variation of a scheme previously approved by them and may, amongst other things, approve a variation adding land to the area subject to the scheme.

Notice to contract-holders affected

- 12 (1) If a landlord proposes to apply to the Welsh Ministers for the approval of a scheme or variation of an approved scheme, the landlord must give a notice to the contract-holder under any affected occupation contract.
- (2) An occupation contract is affected if the dwelling subject to it is affected by the proposal.
- (3) The notice must state—
- (a) the main features of the proposed scheme, or of the proposed variations of the approved scheme,
 - (b) that the landlord proposes to apply to the Welsh Ministers for approval of the scheme or variation, and
 - (c) that, because of section 160 and estate management Ground B, the effect of such approval will be to enable the landlord to make a possession claim in respect of the dwelling.
- (4) The notice must also inform the contract-holder that—
- (a) he or she may make representations to the landlord about the proposal, and
 - (b) the representations must be made before the end of the period of 28 days starting with the day on which the notice is given to him or her (or such longer period as the landlord may specify in the notice).
- (5) The landlord may not apply to the Welsh Ministers until the landlord has considered any representations made before the end of that period.
- (6) Sub-paragraph (7) applies in the case of a landlord under an occupation contract which would (but for this paragraph) be required under section 234 to consult the contract-holder as regards a redevelopment scheme (or a variation of a redevelopment scheme).
- (7) Where this sub-paragraph applies, this paragraph is to apply in relation to the landlord's consultation with the contract-holder instead of section 234.

Decision on approval or variation

- 13 (1) In considering whether to give its approval to a scheme or variation the Welsh Ministers must, among other things, take into account—
- (a) the effect of the scheme on the extent and character of housing accommodation in the neighbourhood,
 - (b) the period of time proposed in the scheme as the period within which the proposed disposal and redevelopment will take place, and
 - (c) the extent to which the scheme includes provision for housing provided under the scheme to be sold to, or occupied under occupation contracts by, relevant persons.
- (2) “Relevant persons” means existing contract-holders under an occupation contract with the landlord and, if the landlord is a community landlord, persons nominated by the landlord.
- (3) The Welsh Ministers must also take into account—
- (a) any representations made to them, and

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

(b) so far as they are brought to the Welsh Ministers' attention, any representations made to the landlord.

(4) The landlord must give to the Welsh Ministers such information as to the representations made to the landlord, and other relevant matters, as the Welsh Ministers may request.

Scheme affecting part of dwelling etc.

- 14 The Welsh Ministers may not approve a scheme or variation so as to include in the area subject to the scheme—
- (a) part only of any dwelling subject to an occupation contract, or
 - (b) any dwelling subject to an occupation contract that is not affected by the works involved in the redevelopment but is proposed to be disposed of along with other land which is so affected,
- unless they are satisfied that the inclusion is justified in the circumstances.

Conditions in relation to approval

- 15 (1) The approval may be given subject to conditions and may be expressed to end after a specified period.
- (2) The Welsh Ministers, on the application of the landlord or otherwise, may vary an approval so as to—
- (a) add, remove or vary conditions to which the approval is subject, or
 - (b) extend or restrict the period after which the approval is to end.

Special provision for community landlords

- 16 For the purposes of this Part of this Schedule a community landlord is to be treated as being a landlord in relation to a dwelling if it has an interest of any description in that dwelling.

SCHEDULE 9 (introduced by sections 175, 186 and 196)

STANDARD CONTRACTS TO WHICH LIMITS IN SECTIONS
 175, 186(2) AND 196 (LANDLORD'S NOTICE DURING
 FIRST SIX MONTHS OF OCCUPATION) DO NOT APPLY

Prohibited conduct standard contracts

- 1 A prohibited conduct standard contract.

Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2

- 2 A standard contract which would not be an occupation contract but for a notice under paragraph 3 of Schedule 2 (holiday accommodation; care institutions; temporary expedients; shared accommodation).

Supported accommodation

- 3 A standard contract which relates to supported accommodation.

Accommodation for asylum seekers

- 4 A standard contract made in order to provide accommodation under Part 6 of the [Immigration and Asylum Act 1999 \(c. 33\)](#) (support for asylum seekers).

Accommodation for displaced persons

- 5 A standard contract made under the [Displaced Persons \(Temporary Protection\) Regulations 2005 \(S.I. 2005/1379\)](#).

Accommodation for homeless persons

- 6 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy

- 7 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.

Service occupancy: police

- 8 A standard contract where—
- (a) the contract-holder is a member of a police force, and
 - (b) the dwelling is provided for the contract-holder free of rent under regulations made under section 50 of the [Police Act 1996 \(c. 16\)](#) (general regulations as to government, administration and conditions of service).

Service occupancy: fire and rescue services

- 9 A standard contract where—
- (a) the contract-holder is an employee of a fire and rescue authority,
 - (b) the contract-holder's contract of employment requires him or her to live in close proximity to a particular fire station, and
 - (c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

Temporary accommodation: land acquired for development

- 10 (1) A standard contract where—
- (a) the land the dwelling is on (including any land occupied together with the dwelling other than agricultural land exceeding 0.809 hectares) is, or is part of, land which has been acquired for development, and
 - (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.
- (2) "Development" has the meaning given by section 55 of the [Town and Country Planning Act 1990 \(c. 8\)](#).

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

Temporary accommodation: short-term arrangements

- 11 A standard contract where—
- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
 - (b) the terms on which it has been let include provision for the lessor to obtain vacant possession from the landlord at the end of a specified period or when required by the lessor,
 - (c) the lessor is not a community landlord, and
 - (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.

Temporary accommodation: accommodation during works

- 12 (1) A standard contract where—
- (a) the dwelling (the “temporary dwelling”) has been made available for occupation by the contract-holder while works are carried out on the dwelling previously occupied by the contract-holder as a home,
 - (b) the landlord of the temporary dwelling is not the same as the landlord of the dwelling previously occupied by the contract-holder (the “old dwelling”), and
 - (c) the contract-holder was not a contract-holder under a secure contract of the old dwelling at the time when the contract-holder ceased to occupy it as a home.
- (2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.
- (3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under a standard contract if that person was an earlier contract-holder under the same contract.

Power to amend Schedule

- 13 The Welsh Ministers may by regulations amend this Schedule.

SCHEDULE 10 (introduced by sections 209, 210 and 211)

ORDERS FOR POSSESSION ON DISCRETIONARY
 GROUNDS ETC.: REASONABLENESS

Introductory

- 1 This Schedule applies for the purpose of determining whether it is reasonable—
- (a) to make an order for possession under section 209 (breach of contract) or 210 (estate management grounds), or
 - (b) to make a decision under section 211 to adjourn proceedings on a possession claim or postpone the giving up of possession.
- 2 The court, in determining whether it is reasonable to make such an order or decision, or to make any other decision available to it, must (amongst other things) have regard

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

to the circumstances set out in paragraphs 4 to 13 to the extent that the court considers them relevant (and to the extent that it is not otherwise required to have regard to those matters; for example, under the [Human Rights Act 1998 \(c. 42\)](#)).

- 3 Paragraph 14 sets out a circumstance, concerning local authority assistance with homelessness, which the court should not have regard to (subject to any duty to have regard to that circumstance to which the court is subject).

Circumstances as regards the contract-holder

- 4 The probable effect of the order or decision on the contract-holder (and on any permitted occupiers of the dwelling).
- 5 If the case is one in which the court may decide to postpone the giving up of possession, the likelihood that the contract-holder will comply with any terms that may be imposed.

Circumstances as regards the landlord

- 6 The probable effect of not making the order, or of the decision, on the landlord's interests, including the landlord's financial interests.
- 7 If the landlord is a community landlord, the probable effect of not making the order, or of the decision, on the landlord's ability to fulfil its housing functions, including assisting other persons in need of accommodation.

Circumstances as regards other persons

- 8 (1) The probable effect of the order or decision on—
- (a) contract-holders and permitted occupiers of other dwellings of the landlord,
 - (b) persons who have asked the landlord to provide them with housing accommodation, and
 - (c) persons living, visiting or otherwise engaging in a lawful activity in the locality (and persons who wish to live, visit or engage in lawful activities in the locality).
- (2) If a possession claim is made on the ground in section 157 (breach of contract), the probable effect of the circumstances set out in paragraph 10 on the persons mentioned in sub-paragraph (1).

New occupation contract offered

- 9 Whether the landlord has offered or undertakes to offer a new occupation contract (whether for the same dwelling or other dwellings) to one or more of the persons occupying or living in the dwelling.

Circumstances in relation to a possession claim on ground of breach of contract

- 10 If a possession claim is made on the ground in section 157 (breach of contract)—
- (a) the nature, frequency or duration of the breach or breaches,
 - (b) the degree to which the contract-holder (or a permitted occupier of the dwelling) is responsible for the breach,
 - (c) how likely it is that the breach will recur, and

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

- (d) any action to end, or prevent a recurrence of, the breach that was taken by the landlord before making a possession claim.

Circumstances in relation to a possession claim concerning section 55

- 11 If the landlord makes a possession claim relying on a breach of section 55 (anti-social behaviour and other prohibited conduct), the general public interest in restraining the conduct prohibited by that section.

Circumstances relating to estate management Ground G

- 12 If the landlord makes a possession claim relying wholly or partly on estate management Ground G (accommodation not required by reserve successor)—
- (a) the age of the contract-holder who succeeded to the contract under section 73,
 - (b) the period during which the contract-holder has occupied the dwelling as his or her only or principal home, and
 - (c) any financial or other support given by the contract-holder to the contract-holder who died (or, if the contract-holder who died was the successor of an earlier contract-holder, to that earlier contract-holder).

Circumstances relating to estate management Ground H

- 13 If the landlord makes a possession claim relying wholly or partly on estate management Ground H (departing joint contract-holder)—
- (a) the age of the remaining contract-holder (or each of the remaining contract-holders), and
 - (b) the period during which the remaining contract-holder (or each of the remaining contract-holders) has occupied the dwellings as his or her only or principal home.

Assistance in relation to homelessness not relevant

- 14 The likelihood that a person will be assisted under Part 2 of the [Housing \(Wales\) Act 2014 \(anaw 7\)](#) or Part 7 of the [Housing Act 1996 \(c. 52\)](#) (homelessness) is not a relevant circumstance (subject to any requirement to have regard to that circumstance to which the court is subject).

SCHEDULE 11

(introduced by sections 210 and 222)

SUITABLE ALTERNATIVE ACCOMMODATION

Introductory

- 1 (1) This Schedule applies for the purposes of—
- (a) an order for possession under section 210 (estate management grounds), or
 - (b) an order under section 222(3)(b) (appeal following possession for abandonment).

- (2) In this Schedule the dwelling previously occupied by the contract-holder or of which possession is sought is referred to as “the existing dwelling”, and the occupation contract to which that dwelling is or was subject is referred to as “the existing contract”.

Estate management grounds: certificate of local housing authority

- 2 (1) This paragraph applies if—
- (a) this Schedule applies because of section 210, and
 - (b) the landlord under the existing contract is not a local housing authority.
- (2) A certificate of the local housing authority for the area in which the existing dwelling is situated, certifying that the authority will provide suitable alternative accommodation for the contract-holder by a date specified in the certificate, is conclusive evidence that suitable alternative accommodation will be available for him or her by that date.

Suitable accommodation

- 3 (1) This paragraph applies if—
- (a) this Schedule applies because of section 210 and either—
 - (i) no certificate of the kind mentioned in paragraph 2(2) is produced to the court, or
 - (ii) the landlord in relation to the existing dwelling is a local housing authority, or
 - (b) this Schedule applies because of section 222.
- (2) Accommodation is suitable if—
- (a) it is to be occupied by the contract-holder under an occupation contract that gives him or her security of occupation reasonably equivalent to that given by the existing contract, and
 - (b) in the opinion of the court it is reasonably suitable to the needs of the contract-holder and his or her family (which must be determined in accordance with paragraph 4).
- (3) If the existing contract relates to a separate dwelling, accommodation is not suitable unless it is a separate dwelling.

Needs of contract-holder and his or her family

- 4 (1) The court must determine whether accommodation is reasonably suitable in relation to the needs of the contract-holder and his or her family in accordance with this paragraph.
- (2) The court must consider (among other things)—
- (a) the needs of the contract-holder and his or her family as regards extent of accommodation,
 - (b) if the landlord is a private landlord, the needs of the contract-holder and his or her family as regards character of accommodation,
 - (c) the means of the contract-holder and his or her family,

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

- (d) if the contract-holder or a member of his or her family works or is being educated, the distance of the accommodation from the place (or places) of work or education,
 - (e) if proximity to the home of any member of the contract-holder's family is essential to the well-being of the contract-holder or that member of his or her family, the proximity of the accommodation to that home,
 - (f) the terms of the existing contract and the terms of the occupation contract under which the accommodation is to be occupied, and
 - (g) if furniture was provided by the landlord under the existing contract, whether furniture is to be provided for use by the contract-holder and his or her family and, if so, the nature of that furniture.
- (3) If the landlord is a community landlord, the court must also consider the nature of the accommodation which it is the practice of the landlord to allocate to persons with similar needs.
- (4) If the landlord is a private landlord the court may consider, as an alternative to the matters in sub-paragraph (2)(a) to (c), whether the accommodation is similar as regards rent and extent to the accommodation provided in the neighbourhood by community landlords for comparable persons.
- (5) "Comparable persons" are those whose needs, as regards extent, are in the opinion of the court similar to those of the contract-holder and the contract-holder's family.
- (6) For the purposes of sub-paragraph (4) a certificate of a local housing authority stating—
- (a) the extent of the accommodation provided by the authority to meet the needs of persons with families of such number as may be specified in the certificate, and
 - (b) the amount of rent charged by the authority for accommodation of that extent,
- is to be conclusive evidence of the facts so stated.
- (7) In considering the matters in sub-paragraph (2)(f) the court may not take into account any terms of the occupation contract that relate to lodgers and sub-holders.

Overcrowding

- 5 Accommodation is not suitable to the needs of the contract-holder and his or her family if, as a result of their occupation of the accommodation, the accommodation would constitute an overcrowded dwelling for the purposes of Part 10 of the [Housing Act 1985 \(c. 68\)](#) (see section 324 of that Act).

Evidence of certificate of local housing authority

- 6 A document that purports to be a certificate of the local housing authority named in the certificate, issued for the purposes of this Schedule, and signed by the proper person on behalf of the authority—
- (a) is to be received in evidence, and
 - (b) unless the contrary is shown, is to be treated as such a certificate without further proof.

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.

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

- (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.

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

- 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

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

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.

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

- 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 Housing Act 1985 (c. 68)	Sections 87 and 113(1)(a) of that Act
Introductory tenancy	Section 133 of the Housing Act 1996 (c. 52)	Sections 131 and 140(1)(a) of that Act
Demoted tenancy	Section 143H of the Housing Act 1996	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.

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

TABLE 7

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

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

- (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.

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

- (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

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

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.