

## SCHEDULE 2

(introduced by section 6)

### NEW SCHEDULE 9A TO THE 2016 ACT

This Schedule sets out the new Schedule 9A to the 2016 Act, to be inserted (with the new Schedules 9B and 9C) after Schedule 9—

#### “SCHEDULE 9A

(introduced by sections 176, 186A and  
197)

#### STANDARD CONTRACTS: RESTRICTIONS ON GIVING NOTICE UNDER SECTION 173, UNDER SECTION 186, AND UNDER A LANDLORD’S BREAK CLAUSE

### PART 1

#### THE RESTRICTIONS

##### **Failure to provide written statement**

- 1 A landlord may not give notice at a time when—
  - (a) the contract-holder has not been given a written statement of the contract under section 31(1) (requirement to provide written statement at the start of a contract), or
  - (b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under section 31(2) (requirement to give written statement to a new contract-holder).

##### **Six month restriction following failure to provide written statement within the period specified in section 31**

- 2 A landlord who has failed to comply with section 31(1) or (2) may not give notice during the period of six months starting with the day on which the landlord gave a written statement of the contract to the contract-holder.

##### **Failure to provide information**

- 3 A landlord may not give notice at a time when the landlord has not provided a notice required under section 39 (duty to provide information).

##### **Breach of security and deposit requirements**

- 4 (1) A landlord may not give notice at a time when security required by the landlord in connection with the contract in a form not permitted by section 43 has not been returned to the person by whom it was given.
  - (2) A landlord may not give a notice at a time when any of sub-paragraphs (3) to (5) apply unless—
    - (a) a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on the contract-holder’s behalf) either in full or with such deduction as may have been agreed, or

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- (b) an application to the county court has been made under paragraph 2 of Schedule 5 and has been determined by the county court, withdrawn, or settled by agreement between the parties.
- (3) This sub-paragraph applies if a deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (4) This sub-paragraph applies if a deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b).
- (5) This sub-paragraph applies if a deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

**Prohibited payments and holding deposits under the [Renting Homes \(Fees etc.\) \(Wales\) Act 2019 \(anaw 2\)](#)**

- 5 (1) A landlord may not give a notice at a time when—
- (a) a prohibited payment (within the meaning of the [Renting Homes \(Fees etc.\) \(Wales\) Act 2019](#)) has been made in relation to the contract as described in section 2 or 3 of that Act, and
  - (b) that prohibited payment has not been repaid.
- (2) A landlord may not give a notice at a time when—
- (a) a holding deposit (within the meaning of the [Renting Homes \(Fees etc.\) \(Wales\) Act 2019](#)) paid in relation to the contract has not been repaid, and
  - (b) the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.
- (3) In determining for the purposes of this paragraph whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following—
- (a) a payment of rent under the contract;
  - (b) a payment required as security in respect of the contract.

**Meaning of “notice”**

- 6 In this Schedule, “notice” means notice under—
- (a) section 173 (landlord’s notice under a periodic standard contract);
  - (b) section 186 (landlord’s notice in connection with end of fixed term);
  - (c) a landlord’s break clause in a fixed term standard contract.

**PART 2**

FURTHER PROVISION

**Fundamental provision**

- 7 (1) Part 1 of this Schedule is a fundamental provision which is incorporated as a term of all—

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- (a) periodic standard contracts which incorporate section 173 as a term of the contract,
  - (b) fixed term standard contracts which incorporate section 186 as a term of the contract, and
  - (c) fixed term standard contracts which have a landlord's break clause.
- (2) Section 20 provides that Part 1 of this Schedule—
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

**Power to amend Schedule**

8       The Welsh Ministers may by regulations amend this Schedule.”