



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 9

TERMINATION ETC. OF OCCUPATION CONTRACTS

### CHAPTER 3

TERMINATION OF ALL OCCUPATION CONTRACTS  
(POSSESSION CLAIMS BY LANDLORDS)

#### *Breach of contract*

#### **157 Breach of contract**

- (1) If the contract-holder under an occupation contract breaches the contract, the landlord may on that ground make a possession claim.
- (2) Section 209 provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10).
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **158 False statement inducing landlord to make contract to be treated as breach of contract**

- (1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement—
  - (a) the contract-holder is to be treated as being in breach of the occupation contract, and
  - (b) the landlord may accordingly make a possession claim on the ground in section 157 (breach of contract).

- (2) A false statement is relevant if it is made knowingly or recklessly by—
  - (a) the contract-holder, or
  - (b) another person acting at the contract-holder’s instigation.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

### **159 Restrictions on section 157**

- (1) Before making a possession claim on the ground in section 157, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make a possession claim in reliance on a breach of section 55 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives the contract-holder a possession notice specifying a breach of that section.
- (3) The landlord may not make a possession claim in reliance on a breach of any other term of the contract before the end of the period of one month starting with the day on which the landlord gives the contract-holder a possession notice specifying a breach of that term.
- (4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives the contract-holder the possession notice.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### *Estate management grounds*

### **160 Estate management grounds**

- (1) The landlord under an occupation contract may make a possession claim on one or more of the estate management grounds.
- (2) The estate management grounds are set out in Part 1 of Schedule 8 (paragraph 10 of that Schedule provides that Part 1 of that Schedule is a fundamental provision applicable to all occupation contracts).
- (3) Section 210 provides that the court may not make an order for possession on an estate management ground unless—
  - (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10), and
  - (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11) is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to the contract-holder a sum equal to the

reasonable expenses likely to be incurred by the contract-holder in moving from the dwelling.

- (5) Subsection (4) does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## **161 Restrictions on section 160**

- (1) Before making a possession claim on an estate management ground, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim—
  - (a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.
- (4) The landlord may not give the contract-holder a possession notice specifying estate management Ground G (accommodation not required by successor)—
  - (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
  - (b) after the end of the period of twelve months starting with that day.
- (5) The landlord may not give the contract-holder a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under the contract ended.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## **162 Estate management grounds: redevelopment schemes**

Part 2 of Schedule 8 (approval of redevelopment schemes) makes provision supplementing estate management Ground B.