

# RENTING HOMES (WALES) ACT 2016

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## EXPLANATORY NOTES

### COMMENTARY ON SECTIONS

#### **Part 9 - Termination Etc. of Occupation Contracts**

#### **Chapter 11 – Possession Claims: Powers of Court in Relation to Absolute Ground**

*(This Chapter Applies Only to Secure Contracts)*

#### ***Section 212 – Contract-holder’s notice ground***

462. Where a contract-holder under a secure contract has given notice to the landlord under the term of the contract incorporating section 163, and subsequently the landlord has made a possession claim in reliance of the ground in the term of the contract incorporating section 165 (i.e. the contract-holder has failed to give up possession after he or she gave notice to end the contract), the court must make a possession order, subject to any defence based on the contract-holder’s human rights.

#### ***Section 213 – Review of claim made on absolute ground***

463. Where a landlord makes a possession claim under the term of the contract incorporating section 165, and the landlord is a community landlord or the landlord’s decision to make such a possession claim is subject to judicial review, a contract-holder may, during possession proceedings in the county court, apply for a review by the court of the landlord’s decision to seek possession. The court may confirm or quash the landlord’s decision. The principles applied by the High Court during an application for judicial review will be applied by the county court; this section means that where the application for the order for possession is before the county court, there will be no need for the contract-holder to bring separate proceedings in the High Court on a judicial review of the decision to issue the notice.

#### ***Section 214 – Powers to postpone giving up of possession***

464. Where the court makes an order for possession under section 212, it may postpone the giving up of possession. But it may not postpone the giving up of possession for more than 14 days after the making of the possession order unless exceptional hardship would be caused to the contract-holder. In such cases, possession may be postponed for up to six weeks.