

RENTING HOMES (WALES) ACT 2016

EXPLANATORY NOTES

COMMENTARY ON SECTIONS

Part 9 - Termination Etc. of Occupation Contracts

Chapter 3 - Termination of All Occupation Contracts (Possession Claims by Landlords)

Schedule 8 - Estate Management Grounds

Part 1 – The Grounds

371. **Part 1** of this Schedule sets out the estate management grounds under which landlords of all occupation contracts can make a possession claim, subject to having complied with the notice requirements and time limits in section 161.
372. There are three principal types of ground: redevelopment grounds; special accommodation grounds; and under-occupation grounds. There is also an ‘other estate management reasons’ ground to address a substantial reason relating to the management of an estate which is not covered by the other grounds. The following paragraphs set out the circumstances in which each of the estate management grounds arise.

Redevelopment grounds

Paragraph 1 - Ground A (building works)

373. The landlord intends to demolish or rebuild the dwelling or part of the building in which the dwelling is located, or carry out work on the dwelling or the building in which the dwelling is located or any land which is part of the dwelling (as to which, see the definition of dwelling in section 246(1)(b)), which could not reasonably be done without obtaining possession of the dwelling.

Paragraph 2 - Ground B (redevelopment schemes)

374. This ground is satisfied if either of two conditions is met. The first condition is that the dwelling is in an area which is subject to an approved redevelopment scheme (the approval process for such schemes is set out in Part 2 of the Schedule), and the landlord intends to dispose of the dwelling in accordance with the scheme within a reasonable period after obtaining possession. The second condition is that part of the dwelling is within the area of an approved redevelopment scheme and the landlord intends to dispose of the dwelling in accordance with the scheme within a reasonable period after obtaining possession, and therefore reasonably requires possession.

Special accommodation grounds

Paragraph 3 - Ground C (charities)

375. The landlord is a charity and the continued presence of the contract-holder would conflict with the objects of that charity. This is subject to the proviso that at the time the contract was made, and at all times since that date, any person who was the landlord has been a charity.

Paragraph 4 - Ground D (dwellings suitable for disabled people)

376. The dwelling is substantially different from ordinary dwellings in order to accommodate a person with a physical disability, no such person currently lives in the property and the landlord requires it for such a person.

Paragraph 5 - Ground E (housing associations and housing trusts: people difficult to house)

377. The landlord is a housing association or housing trust which provides dwellings specifically for those difficult to house, no such person is living in the dwelling or any such person who is a contract-holder has been offered a secure contract relating to another dwelling, and the landlord requires the dwelling for occupation by such a person. Sub-paragraph (2) sets out the meaning of 'difficult to house' for the purpose of this Ground.

Paragraph 6 - Ground F (groups of dwellings for people with special needs)

378. The dwelling is part of a group of dwellings which the landlord provides to people with special needs, there is a social service or special facility in close proximity to assist people with those special needs, there is no longer a person with those special needs living in the dwelling and the landlord requires the dwelling for a person with those needs.

Under-occupation grounds

Paragraph 7 - Ground G (reserve successors)

379. The contract-holder succeeded to the contract as a reserve successor (i.e. a family member or carer who is not a priority successor; see sections 73, 76 and 77) following the death of the previous contract-holder, and the dwelling is larger than reasonably required. In such cases, under the term of the contract incorporating section 161(4), the landlord may not give the possession notice until at least six months have passed since the landlord became aware of the death of the previous contract-holder, and no later than twelve months after that date.

Paragraph 8 - Ground H (joint contract-holders)

380. A joint contract-holder has withdrawn or been excluded from the contract, and either the property is larger than reasonably required by the remaining contract-holder(s), or, if the landlord is a community landlord, the remaining contract-holder(s) do not meet the landlord's criteria for the allocation of housing. In such cases, under section 161(5), the possession notice must be given to the remaining contract-holder(s) within six months of the former joint contract-holder ceasing to have rights and obligations under the contract.

*These notes refer to the Renting Homes (Wales) Act 2016
(c.1) which received Royal Assent on 18 January 2016*

Other estate management reasons

Paragraph 9 - Ground I (other estate management reasons)

381. There is some other substantial estate management reason, including in relation to other premises of the landlord to which the dwelling is connected in some way.