



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 3

PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

CHAPTER 8

DEALING

Rights to deal with occupation contract

57 Permissible forms of dealing

- (1) The contract-holder under an occupation contract may not deal with the occupation contract, the dwelling or any part of the dwelling except—
 - (a) in a way permitted by the contract, or
 - (b) in accordance with a family property order (see section 251).
- (2) A joint contract-holder may not deal with his or her rights and obligations under the occupation contract (or with the occupation contract, the dwelling or any part of the dwelling), except—
 - (a) in a way permitted by the contract, or
 - (b) in accordance with a family property order.
- (3) If the contract-holder does anything in breach of subsection (1), or a joint contract-holder does anything in breach of subsection (2)—
 - (a) the transaction is not binding on the landlord, and
 - (b) the contract-holder or joint contract-holder is in breach of the contract (despite the transaction not being binding on the landlord).
- (4) “Dealing” includes—
 - (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;

Status: This is the original version (as it was originally enacted).

- (b) transferring;
 - (c) mortgaging or otherwise charging.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

58 Dealing and landlord's consent

- (1) Where a term of an occupation contract permits the contract-holder or a joint contract-holder to deal with anything mentioned in section 57(1) or (2) only with the landlord's consent, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.
- (2) Section 19(1) of the [Landlord and Tenant Act 1927 \(c. 36\)](#) (effect of covenants not to assign etc. without consent) does not apply to a tenancy which is an occupation contract.