



# Renting Homes (Wales) Act 2016

**2016 anaw 1**

## **PART 3**

### **PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS**

#### **CHAPTER 1**

##### **OVERVIEW**

#### **30 Overview of this Part**

This Part applies to all occupation contracts, and in particular—

- (a) it requires landlords to give contract-holders a written statement setting out the terms of the occupation contract,
- (b) it addresses deposits given to landlords by contract-holders, and provides that deposits must be held in an authorised deposit scheme,
- (c) it makes provision about occupation contracts that have more than one contract-holder,
- (d) it gives contract-holders a right to occupy their home without interference from the landlord,
- (e) it prohibits anti-social behaviour and certain other kinds of conduct by contract-holders and other occupants and visitors,
- (f) it prohibits dealing with an occupation contract, but this is subject to exceptions relating to sub-occupation contracts, transfers of the contract and succession to the contract,
- (g) it addresses seeking and giving landlord's consent, and
- (h) it addresses compensation which contract-holders may be entitled to under this Act.

## CHAPTER 2

### PROVISION OF INFORMATION

#### *Written statement of contract*

#### **31 Written statement**

- (1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of 14 days starting with the occupation date.
- (2) If there is a change in the identity of the contract-holder under an occupation contract, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with—
  - (a) the day on which the identity of the contract-holder changes, or
  - (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1) or (2).
- (4) The contract-holder may request a further written statement of the contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with—
  - (a) the day of the request, or
  - (b) if the landlord charges a fee, the day on which the contract-holder pays the fee.
- (7) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **32 Contents of written statement**

- (1) A written statement of an occupation contract must set out the names of the parties to the contract.
- (2) It must also set out—
  - (a) the terms of the contract addressing key matters in relation to the contract,
  - (b) the fundamental terms of the contract,
  - (c) the supplementary terms of the contract, and
  - (d) any additional terms.
- (3) It must identify—
  - (a) any fundamental provision applicable to the contract which is not incorporated as a term of the contract because of section 20(1) or 21(2), and
  - (b) any supplementary provision applicable to the contract which is not incorporated as a term of the contract because of section 21(2), 24(1) or 25(2).
- (4) It must contain explanatory information about such matters as may be prescribed.

### **33 Editorial changes**

- (1) The written statement may set out the fundamental and supplementary terms of the occupation contract with editorial changes.
- (2) Editorial changes are changes to the wording of a fundamental or supplementary term which do not change the substance of that term in any way; for example, substituting the names of the landlord or contract-holder for references to “the landlord”, “the landlord under an occupation contract”, “the contract-holder”, “the contract-holder under a secure contract” etc.

### **34 Failure to provide a written statement etc.**

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) On an application under subsection (1) each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of the contract without modification, unless the contract-holder claims that it was not incorporated or was incorporated with modifications.
- (3) If the contract-holder makes a claim of a kind mentioned in subsection (2), the court must determine that claim.
- (4) Subsection (3) does not apply if the landlord’s failure to comply with section 31 is attributable to an act or omission of the contract-holder.
- (5) The court may—
  - (a) attach a statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a written statement of the contract.

### **35 Failure to provide statement: compensation**

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 31, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
  - (a) the day on which the landlord gives the contract-holder a written statement of the contract, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement of the contract on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the [Late Payment of Commercial Debts \(Interest\) Act 1998 \(c. 20\)](#) at the end of that day.
- (5) This section does not apply if the landlord’s failure to comply with section 31 is attributable to an act or omission of the contract-holder.

- (6) The relevant date is the first day of the period before the end of which the landlord was required to give the written statement.

### **36 Incomplete statement**

- (1) If the landlord under an occupation contract provides a written statement of the contract that is incomplete, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) A written statement is incomplete if it does not include everything required to be included by section 32.
- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting—
  - (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
  - (b) if the landlord was required to provide a written statement under section 31(2), with the day on which the landlord gave the new contract-holder the written statement;
  - (c) if the landlord was required to provide a further written statement under section 31(4) to (6), with the first day of the period mentioned in section 31(6).
- (4) Subsection (5) applies if the written statement—
  - (a) does not set out a fundamental provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 20(1) or 21(2), or
  - (b) does not set out a supplementary provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 21(2), 24(1) or 25(2).
- (5) That provision is to be treated as incorporated as a term of the contract without modification unless—
  - (a) section 21 or 25 applies in relation to it, or
  - (b) the contract-holder claims it was not incorporated or was incorporated with modifications.
- (6) If the contract-holder makes a claim of a kind mentioned in subsection (5)(b) the court must determine that claim.
- (7) Subsection (6) does not apply if the omission of the provision or statement is attributable to an act or omission of the contract-holder.
- (8) The court may—
  - (a) attach a written statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a written statement of the contract which is complete.
- (9) If the court is satisfied that the written statement is incomplete because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.

- (10) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

**37 Incorrect statement: contract-holder's application to court**

- (1) The contract-holder under an occupation contract may apply to the court for a declaration that a written statement of the contract—
- (a) sets out a term of the contract incorrectly or sets out a term that is of no effect,
  - (b) incorrectly states that because of section 20(1) or 21(2), a fundamental provision applicable to the contract has not been incorporated as a term of the contract,
  - (c) incorrectly states that because of section 21(2), 24(1) or 25(2) a supplementary provision applicable to the contract has not been incorporated as a term of the contract, or
  - (d) sets out a term that is not a term of the contract.
- (2) But a written statement is not incorrect merely because it does not set out a term varied in accordance with the contract or by or as a result of an enactment if—
- (a) a written statement of the term varied was given in accordance with section 109, 128 or 136, or
  - (b) notice of the variation was given in accordance with section 104, 105(2) to (4) or 107(1)(b) and (2) to (6) (variation of secure contracts) or section 123, 124(2) to (4) or 126(1) to (4) (variation of periodic standard contracts),
- unless the statement was given under section 31(2) or (4) after any such variation of a term took effect.
- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of 14 days starting—
- (a) if the landlord was required to provide a written statement under section 31(1), with the occupation date;
  - (b) if the landlord was required to provide a written statement under section 31(2), with the day on which the landlord gave the new contract-holder the written statement;
  - (c) if the landlord was required to provide a further written statement under section 31(4) to (6), with the first day of the period mentioned in section 31(6).
- (4) If the court is satisfied that the ground in subsection (1)(a), (1)(b) or (1)(c) is made out, it may make a declaration setting out the correct term.
- (5) If the court is satisfied that the ground in subsection (1)(d) is made out, it may make a declaration that the term is not a term of the contract.
- (6) The court may—
- (a) attach a written statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a corrected written statement of the contract.
- (7) If the court is satisfied that the written statement is incorrect as described in subsection (1) because of the intentional default of the landlord, it may order the landlord to pay the contract-holder compensation under section 87.

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

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- (8) The compensation is payable in respect of the period, not exceeding two months, determined by the court; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.

**38      Incorrect statement: landlord's application to court for declaration that contract is a standard contract**

- (1) This section applies if the landlord under an occupation contract is a community landlord and has given the contract-holder—
  - (a) a notice under section 13 (notice of standard contract), but
  - (b) a written statement of the contract that is consistent with a secure contract.
- (2) The landlord may apply to the court for a declaration that the contract is a standard contract.
- (3) The court may not make the declaration if it is satisfied that, at the time the landlord gave the written statement to the contract-holder, it was the intention of the landlord that the contract should be a secure contract.
- (4) If the court makes the declaration each fundamental and supplementary provision applicable to the contract is incorporated as a term of the contract without modification, unless the contract-holder claims it was not incorporated or was incorporated with modifications.
- (5) If the contract-holder makes a claim of a kind mentioned in subsection (4), the court must determine that claim.
- (6) The court may—
  - (a) attach a written statement of the occupation contract to its declaration, or
  - (b) order the landlord to give the contract-holder a corrected written statement of the contract.

*Provision by landlord of information about landlord*

**39      Provision by landlord of information about landlord**

- (1) The landlord under an occupation contract must, before the end of the period of 14 days starting with the occupation date of the contract, give the contract-holder notice of an address to which the contract-holder may send documents that are intended for the landlord.
- (2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give the contract-holder notice of the change in identity and of an address to which the contract-holder may send documents that are intended for the new landlord.
- (3) If the address to which the contract-holder may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the contract-holder notice of the new address.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **40 Compensation for breach of section 39**

- (1) If the landlord fails to comply with an obligation under section 39, the landlord is liable to pay the contract-holder compensation under section 87.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
  - (a) the day on which the landlord gives the notice in question, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the [Late Payment of Commercial Debts \(Interest\) Act 1998 \(c. 20\)](#) at the end of that day.
- (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### *Form of notices, statements and other documents*

#### **41 Form of notices etc.**

- (1) Any notice, statement or other document required or authorised to be given or made by an occupation contract must be in writing.
- (2) Sections 236 and 237 make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of this Act.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

### **CHAPTER 3**

#### **WHEN CONTRACT BECOMES ENFORCEABLE**

#### **42 When terms of occupation contract become enforceable**

- (1) No term of an occupation contract is enforceable against the contract-holder before the earlier of—
  - (a) the landlord giving the contract-holder a written statement of the contract under section 31(1), and
  - (b) the occupation date.
- (2) If there is a change in the identity of the contract-holder under an occupation contract, no term of the occupation contract is enforceable against the new contract-holder before the earlier of—

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- (a) the landlord giving the new contract-holder a written statement of the contract under section 31(2), and
- (b) the day on which the new contract-holder becomes entitled to occupy the dwelling.

## **CHAPTER 4**

### **DEPOSITS AND DEPOSIT SCHEMES**

#### *Security*

#### **43 Form of security**

- (1) The landlord under an occupation contract may not require security to be given in any form other than—
  - (a) money, or
  - (b) a guarantee.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **44 Form of security: county court proceedings**

- (1) This section applies if—
  - (a) the landlord under an occupation contract requires security to be given in a form which is not permitted by section 43, and
  - (b) security is given in that form.
- (2) The contract-holder (or any person who has given the security on his or her behalf) may apply to the county court for an order under subsection (3).
- (3) An order under this subsection is an order requiring the person who appears to be holding the property constituting the security to return it.

#### *Deposit schemes*

#### **45 Requirement to use deposit scheme**

- (1) If the contract-holder under an occupation contract pays a deposit (or another person pays a deposit on his or her behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must—
  - (a) comply with the initial requirements of an authorised deposit scheme, and
  - (b) give the contract-holder (and any person who has paid the deposit on his or her behalf) the required information.
- (3) The required information is such information as may be prescribed relating to—
  - (a) the authorised deposit scheme which applies,



- (b) the landlord's compliance with the initial requirements of the scheme, and
  - (c) the operation of this Chapter, including the contract-holder's rights (and the rights of any person who has paid the deposit on his or her behalf) in relation to the deposit.
- (4) 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.

#### **46 Deposit schemes: further provision**

- (1) Schedule 5 contains further provision about deposit schemes.
- (2) Sections 177 and 198 make provision relating to periodic standard contracts and fixed term standard contracts with a landlord's break clause, preventing a landlord from giving a notice requiring a contract-holder to give up possession if the landlord has not complied with certain requirements relating to the payment of security or to deposit schemes.

#### **47 Deposit schemes: interpretation**

- (1) In this Act—
  - “authorised deposit scheme” (“*cynllun blaendal awdurdodedig*”) means a deposit scheme in force in accordance with arrangements under paragraph 1 of Schedule 5 (and “deposit scheme” (“*cynllun blaendal*”) has the meaning given in sub-paragraph (2) of that paragraph);
  - “deposit” (“*blaendal*”) means money paid as security;
  - “initial requirements” (“*gofynion cychwynnol*”), in relation to an authorised deposit scheme, means the requirements of the scheme which must be complied with by the landlord when a deposit is paid;
  - “security” (“*sicrwydd*”) means security for the performance of the contract-holder's obligations and the discharge of the contract-holder's liabilities.
- (2) In this Act references to a deposit, in relation to a time after a deposit has been paid, are to a sum representing the deposit.

### **CHAPTER 5**

#### **JOINT CONTRACT-HOLDERS AND JOINT LANDLORDS**

##### *Joint contract-holders*

#### **48 Joint contract-holders: joint liability etc.**

- (1) If there are two or more joint contract-holders under an occupation contract, each joint contract-holder is fully liable to the landlord for the performance of every obligation owed to the landlord under the contract.
- (2) References in this Act to the contract-holder, except where otherwise provided, are to the joint contract-holders.

- (3) Subsection (2) applies even if the occupation contract is a tenancy and the leasehold estate is vested in one or more, but not all, of the joint contract-holders.

#### **49 Adding a joint contract-holder**

- (1) The contract-holder under an occupation contract and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.
- (2) If a person is made a joint contract-holder under this section he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under the contract from the day on which he or she becomes a joint contract-holder.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **50 Adding a joint contract-holder: landlord's consent**

Where a landlord refuses consent or consents subject to conditions to adding a joint contract-holder under section 49, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.

#### **51 Adding a joint contract-holder: formalities**

- (1) The addition of a joint contract-holder under an occupation contract may be effected only by a document signed or executed by each of the parties to the transaction.
- (2) If the contract requires the landlord's consent to the addition, the document must also be signed or executed by the landlord.
- (3) But subsection (2) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).

*Joint contract-holders: survivorship*

#### **52 Joint contract-holder ceasing to be a party to the occupation contract**

- (1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are—
  - (a) fully entitled to all the rights under the contract, and
  - (b) liable to perform fully every obligation owed to the landlord under the contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- (3) Nothing in subsection (1) or (2) removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- (4) This section does not apply where a joint contract-holder ceases to be a party to the contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

- (5) 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.

### *Joint landlords*

## **53 Joint landlords**

- (1) This section applies if two or more persons jointly constitute the landlord under an occupation contract.
- (2) Each of them is fully liable to the contract-holder for the performance of every obligation owed to the contract-holder under the contract.
- (3) References in this Act to the landlord are to the persons who jointly constitute the landlord.

## **CHAPTER 6**

### **RIGHT TO OCCUPY WITHOUT INTERFERENCE**

## **54 Right to occupy without interference from landlord**

- (1) The landlord under an occupation contract may not, by any act or omission, interfere with the contract-holder's right to occupy the dwelling.
- (2) The landlord does not interfere with the contract-holder's right to occupy the dwelling by reasonably exercising the landlord's rights under the contract.
- (3) The landlord does not interfere with the contract-holder's right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2)).
- (4) The landlord is to be treated as having interfered with the contract-holder's right if a person who—
  - (a) acts on behalf of the landlord, or
  - (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,interferes with the contract-holder's right by any lawful act or omission.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## CHAPTER 7

### ANTI-SOCIAL BEHAVIOUR AND OTHER PROHIBITED CONDUCT

#### **55 Anti-social behaviour and other prohibited conduct**

- (1) The contract-holder under an occupation contract must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description)—
  - (a) to live in the dwelling subject to the occupation contract, or
  - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract.
- (2) The contract-holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity—
  - (a) in the dwelling subject to the occupation contract, or
  - (b) in the locality of that dwelling.
- (3) The contract-holder must not engage or threaten to engage in conduct—
  - (a) capable of causing nuisance or annoyance to—
    - (i) the landlord under the occupation contract, or
    - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
  - (b) that is directly or indirectly related to or affects the landlord's housing management functions.
- (4) The contract-holder may not use or threaten to use the dwelling subject to the occupation contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.
- (5) The contract-holder must not, by any act or omission—
  - (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in subsections (1) to (3), or
  - (b) allow, incite or encourage any person to act as mentioned in subsection (4).
- (6) 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.

#### **56 Power to amend section 55**

The Welsh Ministers may by regulations amend section 55.

## 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;
  - (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.

#### *Sub-occupation contracts*

#### **59 Sub-occupation contracts: interpretation**

- (1) This section applies for the purposes of interpreting this Act.
- (2) A “sub-occupation contract” is an occupation contract—

- (a) made with a landlord who is the contract-holder under an occupation contract, and
  - (b) which relates to all or part of the dwelling to which that contract relates.
- (3) “Sub-holder” means the contract-holder under the sub-occupation contract.
- (4) “Head landlord” means the landlord under the head contract.

## **60 Sub-occupation contract never takes effect as transfer**

- (1) This section applies if the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract, and the term of the sub-occupation contract ends at the same time as the term of the head contract.
- (2) The sub-occupation contract takes effect as a sub-occupation contract (and not as a transfer to the sub-holder).

## **61 Failure to comply with conditions imposed by head landlord**

- (1) This section applies if an occupation contract (“the head contract”) permits the contract-holder to enter into a sub-occupation contract with the consent of the head landlord.
- (2) If the head landlord consents subject to conditions (see section 84), before entering into a sub-occupation contract with a person the contract-holder must notify that person of those conditions.
- (3) If the contract-holder does not comply with the requirement in subsection (2) and a sub-occupation contract is entered into, the contract-holder is to be treated as having committed a repudiatory breach of the sub-occupation contract (see section 154).
- (4) If the head landlord consents subject to conditions and a sub-occupation contract is entered into—
  - (a) section 32 is to be read in relation to that contract as if it provides (in addition to the other requirements under that section) that the written statement of the sub-occupation contract must set out the conditions imposed by the head landlord, and
  - (b) section 37 is to be read in relation to that contract as if it provides (in addition to the other provisions in that section)—
    - (i) in subsection (1), that the sub-holder can apply to the court for a declaration that the written statement sets out a condition incorrectly or sets out a condition which the head landlord did not impose,
    - (ii) that the head landlord is entitled to be a party to proceedings on the application, and
    - (iii) that the court, if satisfied that either of the grounds in subparagraph (i) is made out, may make a declaration setting out the correct condition or, as the case may be, may declare that the condition is not a condition imposed by the head landlord.
- (5) A sub-occupation contract is not made otherwise than in accordance with the head contract only because—
  - (a) the head landlord consents subject to conditions, and
  - (b) the conditions are not complied with.

- (6) In such a case the head landlord may choose to treat the sub-occupation contract as a periodic standard contract having the following characteristics—
  - (a) all the fundamental and supplementary provisions applicable to a periodic standard contract are incorporated without modification,
  - (b) any terms of the secure contract or fixed term standard contract which are incompatible with those fundamental or supplementary provisions have no effect, and
  - (c) otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract or fixed term standard contract.
- (7) If the head landlord chooses to treat it as a periodic standard contract under subsection (6), the head landlord must notify the contract-holder and the sub-holder of that choice.
- (8) The head landlord may only give notice under subsection (7) after the sub-occupation contract is made and before the end of the period of two months starting with the day on which the head contract ends.
- (9) If the head landlord gives notice in accordance with subsections (7) and (8), the contract is to be treated as a periodic standard contract with the characteristics mentioned in subsection (6) in any question arising between the sub-holder and any person other than the contract-holder.

## **62 End of head contract**

- (1) This section applies (subject to subsection (6)) if—
  - (a) the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) the head contract ends after the head contract’s occupation date.
- (2) If the sub-occupation contract subsists immediately before the head contract ends—
  - (a) the sub-occupation contract continues (as an occupation contract which is not a sub-occupation contract), and
  - (b) the contract-holder’s rights and obligations as landlord under the sub-occupation contract are transferred to the head landlord.
- (3) If the sub-holder asks the head landlord for a further written statement of the contract under section 31(4) (and subsection (5) of this section does not apply), the references to the contract-holder in sections 34(4) and 35(5) (failure to provide statement) include the person who was the contract-holder under the head contract.
- (4) Subsection (5) applies where—
  - (a) a head landlord has given notice in accordance with section 61(7) and (8) in relation to a contract, and
  - (b) the contract continues because of subsection (2)(a) of this section.
- (5) Where this subsection applies, for the purposes of section 31(1) (written statement of contract) the occupation date of the contract is to be treated—
  - (a) if the notice mentioned in section 61(7) is given to the sub-holder before the end of the head contract, as the day on which the head contract ends;
  - (b) if the notice is given to the sub-holder on or after the day on which the head contract ends, as the day on which the notice is given.

- (6) This section does not apply if the head contract is a fixed term standard contract which ends at the end of the fixed term.

### **63 End of head contract: further provision**

- (1) Nothing in section 62 affects any right of the head landlord under section 61(6) (power to treat sub-occupation contract as periodic standard contract).
- (2) Nothing in section 62 makes the head landlord liable to the sub-holder in respect of any breach of the sub-occupation contract committed by the contract-holder.
- (3) Nothing in section 62 makes the sub-holder liable to the head landlord in respect of any breach by the sub-holder of the sub-occupation contract that occurred before the head contract ended.
- (4) But the head landlord may be liable to the sub-holder, or the sub-holder to the head landlord, to the extent that any breach of the sub-occupation contract continues after the head contract ends.
- (5) Subsections (3) and (4) do not affect any power conferred on the head landlord by the sub-occupation contract.

### **64 Possession claim against contract-holder where there is a sub-holder**

- (1) This section applies if—
  - (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) after the sub-occupation contract is entered into, C’s landlord gives C a possession notice, or other notice informing C that he or she must give up possession.
- (2) At the same time as giving a notice mentioned in subsection (1)(b) to C, C’s landlord must give the sub-holder a notice—
  - (a) stating that C’s landlord intends to make a possession claim against C, and
  - (b) specifying the ground on which the claim will be made.

### **65 Extended possession order against sub-holder**

- (1) This section applies if—
  - (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) after the sub-occupation contract is entered into, C’s landlord makes a possession claim against C.
- (2) In the proceedings on the claim against C, C’s landlord may apply for an order for possession against the sub-holder (“S”) (an “extended possession order”); but an application under this subsection may be made only if—
  - (a) the requirements set out in subsection (3) have been met, or
  - (b) the court considers it reasonable to dispense with those requirements.
- (3) The requirements are as follows—



- (a) C's landlord must have given S a copy of the notice mentioned in subsection (1)(b) of section 64 in accordance with subsection (2) of that section, and
  - (b) at the same time, C's landlord must have given S notice—
    - (i) of C's landlord's intention to apply for an extended possession order in the proceedings on the claim against C, and
    - (ii) of S's right to be a party to proceedings on the possession claim against C.
- (4) Where C's landlord may apply for an extended possession order against S, S is entitled to be a party to proceedings on the possession claim against C (regardless of whether C's landlord makes an application for an extended possession order in the proceedings).
- (5) The court may consider C's landlord's application for an extended possession order only if it has decided to make an order for possession against C.
- (6) The court may make an extended possession order against S only if, had C made a possession claim against S, the court would have made an order for possession against S.

## **66 Exclusion of contract-holder after abandoning contracts**

- (1) This section applies if—
- (a) a contract-holder ("C") under an occupation contract ("the head contract") enters into a sub-occupation contract in accordance with the head contract, and
  - (b) the sub-holder ("S") believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.
- (2) S may act to end the head contract in accordance with this section.
- (3) S must give C a notice—
- (a) stating that S believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract,
  - (b) requiring C to inform S in writing before the end of the warning period if he or she does consider himself or herself to be a party to one or both of those contracts, and
  - (c) informing C that after the warning period the head contract may be ended and his or her rights and obligations under the sub-occupation contract may be transferred to C's landlord.
- (4) S must give a copy of the notice to C's landlord.
- (5) During the warning period, S must make such inquiries as are necessary to satisfy himself or herself that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.
- (6) At the end of the warning period S may, if satisfied as described in subsection (5), apply to the court for an order—
- (a) ending the head contract, and
  - (b) that C's rights and obligations as landlord under the sub-occupation contract are to be transferred to C's landlord in accordance with sections 62 and 63.

- (7) The court may not hear S's application under subsection (6) if S has failed to comply with the requirement in subsection (4); but the court may dispense with that requirement if it considers it reasonable to do so.
- (8) C's landlord is entitled to be a party to proceedings on an application made by S under subsection (6).
- (9) If the court is satisfied that C does not consider himself or herself to be a party to the head contract and the sub-occupation contract, it may make the order applied for under subsection (6); and if it does so it must specify the date on which the head contract ends.
- (10) But the court may not make an order under subsection (9) if—
  - (a) C's landlord is a party to the proceedings,
  - (b) C's landlord asserts that the court would have made an order for possession against S, had an application for such an order been made by C in a possession claim made by C against S, and
  - (c) the court is satisfied that it would have made an order for possession against S in those circumstances.
- (11) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to C.

## **67 Excluded contract-holder's remedies**

- (1) This section applies if the court makes an order against C under section 66(9).
- (2) Before the end of the period of six months starting with the day on which the order is made, C may apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).
- (3) The grounds are—
  - (a) that S failed to give C a notice under section 66(3) or failed to make the inquiries required by section 66(5);
  - (b) that C considered himself or herself to be a party to the head contract or the sub-occupation contract or both of them and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 66(3);
  - (c) that, when S applied to the court, he or she did not have reasonable grounds for being satisfied that C considered himself or herself not to be a party to the head contract and the sub-occupation contract.
- (4) If the court finds that one or more of the grounds is made out, it may—
  - (a) by order rescind its order under section 66(9), and declare that the head contract continues to have effect in relation to the dwelling, and
  - (b) make such further order as it thinks fit.

## **68 Power to vary periods of time relating to exclusion after abandonment of contracts**

The Welsh Ministers may by regulations—

- (a) amend section 66(11) by substituting a different period for the period for the time being referred to;

- (b) amend section 67(2) by substituting a different period for the period for the time being referred to.

### *Transfer*

## **69 Form of transfer**

- (1) This section applies (subject to subsection (6)) to—
  - (a) a transfer of an occupation contract by the contract-holder;
  - (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract.
- (2) The transfer must be signed or executed by each of the parties to the transfer.
- (3) If the contract requires the landlord's consent to the transfer, the transfer must also be signed or executed by the landlord.
- (4) But subsection (3) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).
- (5) A transfer to which this section applies is of no effect if it does not comply with subsection (2) and, if it applies, subsection (3).
- (6) This section does not apply to a transfer in accordance with a term included in the contract under section 139 or 142 (certain transfers of fixed term standard contracts).

## **70 Effect of authorised transfer**

- (1) If an occupation contract is transferred by the contract-holder to a person ("P") in accordance with the contract and section 69, on the transfer date—
  - (a) P becomes entitled to all the rights and subject to all the obligations of the contract-holder under the contract, and
  - (b) the contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (2) If a joint contract-holder's rights and obligations under an occupation contract are transferred to a person ("P") in accordance with the contract and section 69, on the transfer date—
  - (a) P becomes entitled to all the rights and subject to all the obligations of the joint contract-holder under the contract, and
  - (b) the joint contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (3) Subsection (2)(a) is subject to any term included in the contract because of section 141(3) or 142(3) (fixed term standard contracts: transfers of joint contract-holder's interest).
- (4) Nothing in subsection (1)(b) or (2)(b) removes any right or waives any liability accruing before the transfer date.
- (5) The transfer date is the day agreed by the contract-holder and P as the day on which the transfer takes effect.

## **71 Effect of unauthorised transfer**

- (1) This section applies to—
  - (a) a transfer of an occupation contract by the contract-holder to a person (“P”) which is not in accordance with the contract, and
  - (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract to a person (“P”) which is not in accordance with the contract.
- (2) If the landlord accepts payments from P in respect of P’s occupation of the dwelling, at a time when the landlord (or in the case of joint landlords, any one of them)—
  - (a) knows that the transfer was not made in accordance with the contract, or
  - (b) ought reasonably to know that the transfer was not made in accordance with the contract,the transfer becomes binding on the landlord on the day immediately after the last day of the relevant period.
- (3) Section 70 applies as if—
  - (a) the transfer was made in accordance with the contract and section 69, and
  - (b) the transfer date was the day immediately after the last day of the relevant period.
- (4) The relevant period is the period of two months starting with the day on which payments are first accepted as described in subsection (2).
- (5) Subsections (2) and (3) do not apply if before the end of the relevant period the landlord—
  - (a) takes steps to end the occupation contract, or
  - (b) brings proceedings to evict P as a trespasser or otherwise shows an intention to treat P as a trespasser.
- (6) References in this section to a transfer include a purported transfer which does not comply with section 69.

## **72 Deeds and covenants**

- (1) This section applies in relation to occupation contracts which are tenancies.
- (2) Section 52 of the [Law of Property Act 1925 \(c. 20\)](#) (land must be conveyed by deed) does not apply to a transfer of the contract.
- (3) The [Landlord and Tenant \(Covenants\) Act 1995 \(c. 30\)](#) does not apply to—
  - (a) a transfer by a contract-holder of any of the things mentioned in section 57(1), or by a joint contract-holder of any of the things mentioned in section 57(2), or
  - (b) a transfer which under section 28(6)(b) of that Act would be treated as an assignment of the premises.

## *Succession*

### **73 Succession on death**

- (1) This section applies on the death of the sole contract-holder under an occupation contract (subject to section 139(2), which concerns fixed term standard contracts containing certain provision about transfer on the death of a sole contract-holder).
- (2) If one person is qualified to succeed the contract-holder that person succeeds to the contract.
- (3) If more than one person is qualified to succeed the contract-holder, the person identified in accordance with section 78 succeeds to the contract.

### **74 Persons qualified to succeed**

- (1) A person is qualified to succeed the contract-holder if that person—
  - (a) is a priority successor of the contract-holder or a reserve successor of the contract-holder, and
  - (b) is not excluded by subsection (3) or (4).
- (2) But if the contract-holder was a reserve successor in relation to the occupation contract, no person is qualified to succeed him or her.
- (3) A person is excluded if he or she has not reached the age of 18 at the time of the contract-holder's death.
- (4) A person is excluded if at any time in the period of 12 months ending with the contract-holder's death he or she occupied the dwelling or part of it under a sub-occupation contract.
- (5) A person is not excluded by subsection (4) if—
  - (a) he or she is a priority successor of the contract-holder, or he or she is a reserve successor of the contract-holder who meets the family member condition in section 76(2) because of section 250(1)(a) or (b) (spouses, civil partners etc.), and
  - (b) the sub-occupation contract under which he or she occupied the dwelling or part of it ended before the contract-holder's death.

### **75 Priority successor**

- (1) A person is a priority successor of the contract-holder if—
  - (a) he or she—
    - (i) is the spouse or civil partner of the contract-holder, or
    - (ii) lives together with the contract-holder as if they were spouses or civil partners, and
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death.
- (2) But no person is a priority successor of the contract-holder if the contract-holder was a priority successor in relation to the occupation contract.

## **76 Reserve successor: family member**

- (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and—
  - (a) he or she meets the family member condition,
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
  - (c) if he or she meets the family member condition because of section 250(1)(c) (family members other than spouses, civil partners etc.), he or she also meets the basic residence condition.
- (2) A person meets the family member condition if he or she is a member of the contract-holder's family.
- (3) A person meets the basic residence condition if throughout the period of 12 months ending with the contract-holder's death—
  - (a) he or she occupied the dwelling, or
  - (b) he or she lived with the contract-holder.
- (4) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsections (2) and (3)(b) to the contract-holder include the person the contract-holder succeeded.

## **77 Reserve successor: carer**

- (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and—
  - (a) he or she meets the carer condition,
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
  - (c) he or she meets the carer residence condition.
- (2) A person meets the carer condition if at any time in the period of 12 months ending with the contract-holder's death he or she was a carer in relation to—
  - (a) the contract-holder, or
  - (b) a member of the contract-holder's family who, at the time the care was provided, lived with the contract-holder.
- (3) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsection (2) to the contract-holder include the person the contract-holder succeeded.
- (4) A person meets the carer residence condition if—
  - (a) he or she meets the basic residence condition, as set out in section 76(3) and (4), and
  - (b) at the time of the contract-holder's death there was no other dwelling which the person was entitled to occupy as a home.
- (5) "Carer" means a person who—
  - (a) provides or intends to provide a substantial amount of care for another person on a regular basis, and
  - (b) does not provide or will not provide that care because of a contract of employment or other contract with any person.

- (6) A person does not provide care because of a contract merely because he or she is given board or lodging or because he or she may become qualified to succeed as a reserve successor.

## **78 More than one qualified successor**

- (1) This section applies where there is more than one person who is qualified to succeed the contract-holder.
- (2) If one of the persons is a priority successor, the priority successor succeeds to the contract.
- (3) If two or more of the persons are priority successors, the person who succeeds to the contract is (or the persons who succeed to the contract are)—
- (a) the priority successor (or successors) selected by agreement between the priority successors, or
  - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (4) If all the persons are reserve successors, the person who succeeds to the contract is (or the persons who succeed to the contract are)—
- (a) the person (or persons) selected by agreement between the reserve successors, or
  - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (5) Where the landlord makes a selection under subsection (3)(b), a priority successor who is not selected may appeal to the court against the landlord's selection.
- (6) Where the landlord makes a selection under subsection (4)(b), a reserve successor who is not selected may appeal to the court against the landlord's selection.
- (7) An appeal under subsection (5) or (6) must be brought before the end of the period of four weeks starting with the day on which the landlord notifies the person that he or she has not been selected.
- (8) The court must determine the appeal on the merits (and not by way of review).

## **79 Effect of succession**

- (1) A person who succeeds to an occupation contract under section 73(2) or sections 73(3) and 78(2) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 73(3) and 78(3) or (4) becomes a contract-holder (or become contract-holders) on the later of—
- (a) the relevant date, and
  - (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(5) or (6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of—
- (a) the relevant date, and

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- (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which the contract would have ended under section 155 if no one had been qualified to succeed to the contract.
- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors—
  - (a) are not to be treated as trespassers in relation to the dwelling, and
  - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) “The relevant successors” are the persons who—
  - (a) are qualified to succeed the contract-holder who died, and
  - (b) are living in the dwelling.

## **80 Substitute succession on early termination**

- (1) This section applies where—
  - (a) a person (“S”) succeeds to an occupation contract under section 78(2) (priority successors),
  - (b) before the end of the period of six months starting with the death of the preceding contract-holder, S gives notice under a contract-holder’s notice provision that he or she intends to end the contract or agrees with the landlord that the contract should end, and
  - (c) apart from this section, the contract would end in accordance with the contract-holder’s notice provision or the agreement.
- (2) The contract does not end if one or more persons are qualified to succeed the preceding contract-holder.
- (3) If one person is qualified to succeed the preceding contract-holder, that person succeeds to the contract.
- (4) If more than one person is qualified to succeed the preceding contract-holder, the person identified in accordance with section 78(4) succeeds to the contract.
- (5) Whether there is a person qualified to succeed the preceding contract-holder is to be determined by applying section 74 in relation to the preceding contract-holder; but S is to be treated as not qualified to succeed the preceding contract-holder.
- (6) In this section—
  - “the preceding contract-holder” (“*y deiliad contract blaenorol*”) is the contract-holder as a result of whose death S succeeded to the contract, and
  - “contract-holder’s notice provision” (“*darpariaeth hysbysiad deiliad y contract*”) means section 163 or 168 (contract-holder’s notice to end secure contract or periodic standard contract) or a contract-holder’s break clause (under a fixed term standard contract).

## **81 Effect of substitute succession**

- (1) A person who succeeds to an occupation contract under section 80(3) becomes the contract-holder on the relevant date.



- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 80(4) and 78(4) becomes a contract-holder (or become contract-holders) under the contract on the later of—
  - (a) the relevant date, and
  - (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of—
  - (a) the relevant date, and
  - (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which, but for section 80(2), the contract would have ended.
- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors—
  - (a) are not to be treated as trespassers in relation to the dwelling, and
  - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) “The relevant successors” are the persons who—
  - (a) are qualified to succeed the contract-holder who died (and as a result of whose death the succession under section 78(2)) occurred), and
  - (b) are living in the dwelling.

## **82 Notice of rights under section 80**

- (1) This section applies where the landlord under an occupation contract—
  - (a) receives notice under a contract-holder's notice provision, or
  - (b) agrees with the contract-holder to end the contract,in the circumstances mentioned in section 80(1)(a) and (b).
- (2) The landlord must, before the end of the period of 14 days starting with the day on which the landlord receives S's notice or (as the case may be) the day on which the agreement is made, give a notice to—
  - (a) the occupiers of the dwelling (other than S), and
  - (b) any potential successors not occupying the dwelling whose address is known to the landlord (or in the case of joint landlords, any one of them).
- (3) A potential successor is a person qualified to succeed the preceding contract-holder under section 80.
- (4) The notice must—
  - (a) state that S has given notice that he or she intends to end the contract or that S and the landlord have agreed to end the contract, and
  - (b) explain the effect of section 80.

## **83 Succession: interpretation**

- (1) This section applies for the purposes of interpreting this Act.

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- (2) A contract-holder is a priority or reserve successor in relation to an occupation contract if he or she succeeded to the contract as a priority or reserve successor of the contract-holder in relation to that occupation contract who died.
- (3) If a contract-holder is a priority or reserve successor in relation to a fixed term standard contract, he or she is also a priority or reserve successor in relation to—
  - (a) any periodic standard contract which arises under section 184(2) at the end of the fixed term, and
  - (b) unless the contract provides otherwise, any contract under section 184(6).
- (4) If a contract-holder is a priority or reserve successor in relation to an occupation contract which is ended under section 220 (abandonment), he or she is also a priority or reserve successor in relation to any occupation contract under which he or she becomes the contract-holder as a result of an order under section 222(3)(b) (provision of suitable alternative accommodation on appeal).
- (5) A contract-holder to whom an occupation contract is transferred by, or in accordance with, a family property order is a priority or reserve successor in relation to the contract if the person from whom the contract was transferred was such a successor.
- (6) A contract-holder is a priority or reserve successor in relation to an occupation contract if his or her being treated as a priority or reserve successor was a condition of consent to a transaction relating to the contract.
- (7) Subsection (8) applies if, before the end of the period of six months starting with the day on which a secure contract ("the first contract") ends—
  - (a) the contract-holder under the first contract becomes a contract-holder under another secure contract ("the second contract"), and
  - (b) either the dwelling or the landlord are the same under the second contract as under the first contract.
- (8) If the contract-holder was a priority or reserve successor in relation to the first contract he or she is also such a successor in relation to the second contract, unless the second contract provides otherwise.

## CHAPTER 9

### LANDLORD'S CONSENT

#### **84      Landlord's consent: reasonableness**

- (1) This section applies in relation to any term of an occupation contract which permits something to be done only with the landlord's consent.
- (2) The landlord may not—
  - (a) unreasonably refuse consent, or
  - (b) consent subject to unreasonable conditions.
- (3) A request for the landlord's consent must be made in writing, and references in this section to a request are to a written request.

- (4) The landlord may ask for information to enable the landlord to deal with a request; but the landlord may not do so after the end of the period of 14 days starting with the day on which the request is made.
- (5) If the landlord asks for information which it is not reasonable to ask for, the landlord is to be treated as not having asked for that information.
- (6) If the landlord does not give or refuse consent in writing before the end of the relevant period, the landlord is to be treated as having consented without conditions.
- (7) The relevant period is the period of one month starting with the later of—
  - (a) the day on which the request for consent is made, or
  - (b) if the landlord asks for information in accordance with subsection (4), the day on which the information is provided.
- (8) If the landlord consents subject to conditions, the landlord must give the contract-holder written notice of the conditions at the same time that consent is given; and if the landlord does not do so, the landlord is to be treated as having consented without conditions.
- (9) If the landlord refuses consent or consents subject to conditions, the person who made the request may ask for a written statement of the landlord's reasons.
- (10) If the landlord does not give a written statement of reasons before the end of the period of one month starting with the day on which the statement is asked for, the landlord is to be treated as having consented without conditions.

## **85 Application to court relating to consent**

- (1) This section applies where under section 84 the landlord gives a written statement of reasons for refusing consent or consenting subject to conditions.
- (2) The person who made the request for consent may apply to the court on the ground that—
  - (a) the landlord's refusal of consent is unreasonable, or
  - (b) one or more of the conditions imposed is unreasonable.
- (3) If the court is satisfied that the ground in subsection (2)(a) is made out it may declare that the landlord unreasonably refused consent, and may also—
  - (a) declare that the landlord is to be treated as having consented without conditions, or
  - (b) direct the landlord to reconsider the request for consent.
- (4) If the court is satisfied that the ground in subsection (2)(b) is made out it may declare that one or more of the conditions imposed is unreasonable, and may also—
  - (a) declare that the landlord is to be treated as having consented without conditions or subject to those conditions that were not declared unreasonable, or
  - (b) direct the landlord to reconsider the request for consent.
- (5) If the court makes a declaration under subsection (3) or (4) it may make any other order it thinks fit.

**86 Landlord's consent: timing**

- (1) Where a term of an occupation contract permits something to be done with the landlord's consent, the landlord may give consent after the thing has been done.
- (2) But this does not apply to—
  - (a) section 49 (adding a joint contract-holder), or
  - (b) any term of the occupation contract permitting the transfer of the contract, or of a joint contract-holder's rights and obligations under the contract.

**CHAPTER 10**

**COMPENSATION**

**87 Compensation for failures relating to provision of written statements etc.**

- (1) The following sections set out the circumstances in which a landlord may be liable to pay compensation under this section—
  - (a) section 35 (failure to provide a written statement under section 31);
  - (b) section 36 (providing an incomplete written statement);
  - (c) section 37 (providing an incorrect written statement);
  - (d) section 40 (failure to provide information under section 39);
  - (e) section 110 (failure to provide written statement of variation of secure contract);
  - (f) section 129 (failure to provide written statement of variation of periodic standard contract);
  - (g) section 137 (failure to provide written statement of variation of fixed term standard contract).
- (2) Where the landlord under an occupation contract is liable to pay compensation to the contract-holder under this section, the amount of compensation payable in respect of a particular day is equivalent to the amount of rent payable under the contract in respect of that day.
- (3) If the contract provides for rent to be paid in respect of periods other than a day, the amount of rent payable in respect of a single day is the appropriate proportion of the rent payable in respect of the period in which that day falls.
- (4) If compensation is payable because of section 35, 110, 129 or 137 (failure to provide statement), the contract-holder may apply to the court for an order increasing the amount of the compensation on the ground that the landlord's failure to provide a written statement was intentional.
- (5) If compensation is payable because of section 36 or 37 (incomplete or incorrect statement), the contract-holder may apply to the court for an order increasing the amount of the compensation.
- (6) On an application under subsection (4) or (5) the court may increase the amount of the compensation payable in respect of a particular day by such percentage, not exceeding 100 per cent, as it thinks fit.

## **88 Right of set off**

- (1) If the landlord under an occupation contract is liable to pay the contract-holder compensation under section 87, the contract-holder may set off that liability against rent.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.