



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 7

PROVISIONS APPLYING ONLY TO FIXED TERM STANDARD CONTRACTS

CHAPTER 1

OVERVIEW

132 Overview of Part

This Part applies only to fixed term standard contracts, and addresses—

- (a) exclusion of the contract-holder from the dwelling for specified periods,
- (b) variation of fixed term standard contracts,
- (c) withdrawal of joint contract-holders from certain fixed term standard contracts, and
- (d) dealing (that is, transfers).

Commencement Information

II S. 132 in force at 1.12.2022 by S.I. 2022/906, art. 2

CHAPTER 2

EXCLUSION FOR SPECIFIED PERIODS

133 Exclusion of contract-holder from dwelling for specified periods

- (1) A fixed term standard contract may provide that the contract-holder is not entitled to occupy the dwelling as a home for such periods as are specified in the contract.

Status: Point in time view as at 01/12/2022.

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- (2) The contract may specify periods for the purpose of subsection (1) by reference to any matters reasonably ascertainable by the contract-holder (as well as by reference to specified dates).
- [^{F1}(3) The Welsh Ministers may by regulations amend this Act for the purpose of—
- (a) providing that subsection (1) does not apply in relation to fixed term standard contracts of a particular description;
 - (b) providing that subsection (1) applies only in relation to fixed term standard contracts of a particular description;
 - (c) changing, or imposing limits on, what may be provided for or specified in a fixed term standard contract under subsection (1) or (2) (either generally or in relation to fixed term standard contracts of a particular description);
 - (d) specifying circumstances (either generally or in relation to fixed term standard contracts of a particular description) in which a fixed term standard contract may or may not include provision under subsection (1);
 - (e) imposing requirements on a landlord in relation to the inclusion in a fixed term standard contract of provision under subsection (1).]

Textual Amendments

F1 S. 133(3) inserted (7.6.2021) by [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), **ss. 13(3)**, 19(3)

Commencement Information

I2 S. 133 in force at 1.12.2022 by [S.I. 2022/906](#), **art. 2**

CHAPTER 3

VARIATION OF CONTRACTS

Modifications etc. (not altering text)

C1 Pt. 7 Ch. 3: power to amend conferred (1.9.2019) by [Renting Homes \(Fees etc.\) \(Wales\) Act 2019 \(anaw 2\)](#), s. 30(2), **Sch. 1 para. 11** (with s. 29); [S.I. 2019/1150](#), art. 2(c)

134 Variation

- (1) A fixed term standard contract may not be varied except—
 - (a) by agreement between the landlord and the contract-holder, or
 - (b) by or as a result of an enactment.
- (2) A variation of a fixed term standard contract (other than by or as a result of an enactment) must be in accordance with section 135.
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts; section 20 provides that subsections (1)(b) and (2) of this section—
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

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Commencement Information

I3 S. 134 in force at 1.12.2022 by S.I. 2022/906, art. 2

135 Limitation on variation

- (1) A fundamental term of a fixed term standard contract which incorporates any of the fundamental provisions to which subsection (2) applies may not be varied (other than by or as a result of an enactment).
- (2) This subsection applies to the following fundamental provisions—
 - (a) section 134(1)(b) and (2) and this section,
 - (b) section 45 (requirement to use deposit scheme),
 - (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
 - (d) section 55 (anti-social behaviour and other prohibited conduct),
 - (e) section 148 (permissible termination),
 - (f) section 149 (possession claims),
 - (g) section 155 (death of sole contract-holder),
 - (h) section 158 (securing contract by use of false statement),
 - ^{F2}(i)
 - (j) ^{F2}...and
 - ^{F3}(k) Part 1 of Schedule 9A (restrictions on giving notice under section 186 and under a landlord's break clause: breach of statutory obligations).]
- (3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—
 - (a) unless as a result of the variation—
 - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but ^{F4}... the effect of this would be that the position of the contract-holder is improved;
 - (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.
- (4) A variation of a term of a fixed term standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).
- (5) Subsection (4) does not apply to a variation made by or as a result of an enactment.
- (6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts^{F5}...; section 20 provides that this section—
 - (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

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Textual Amendments

- F2** S. 135(2)(i)(j) omitted (7.6.2021) by virtue of [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), s. 19(3), **Sch. 6 para. 12(a)(i)**
- F3** S. 135(2)(k) substituted (7.6.2021) by [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), s. 19(3), **Sch. 6 para. 12(a)(ii)**
- F4** Words in s. 135(3)(a)(ii) omitted (7.6.2021) by virtue of [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), s. 19(3), **Sch. 5 para. 2(4)**
- F5** Words in s. 135(6) omitted (7.6.2021) by virtue of [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), s. 19(3), **Sch. 6 para. 12(b)**

Commencement Information

- I4** S. 135 in force at 1.12.2022 by [S.I. 2022/906](#), **art. 2**

136 Written statement of variation

- (1) If a fixed term standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder—
 - (a) a written statement of the term or terms varied, or
 - (b) a written statement of the contract as varied.
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

Commencement Information

- I5** S. 136 in force at 1.12.2022 by [S.I. 2022/906](#), **art. 2**

137 Failure to provide written statement etc.

- (1) If the landlord under a fixed term standard contract fails to comply with a requirement under section 136 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 term or terms varied, or of the contract as varied, 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 on or before the day referred to in subsection (2)(b).

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- (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 day on which the contract was varied.
- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the requirement is attributable to an act or omission of the contract-holder.
- (7) If under section 136 the landlord gives the contract-holder a written statement of the contract as varied, sections 36 and 37 (incomplete and incorrect statements) apply to the statement as if [F6, in subsection (3) of both of those sections, for the words from “starting” to the end there were substituted “ starting with the day on which the contract was varied ”].

Textual Amendments

- F6** Words in [s. 137\(7\)](#) substituted (7.6.2021) by [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), [s. 19\(3\)](#), [Sch. 5 para. 4\(c\)](#)

Commencement Information

- I6** [S. 137](#) in force at 1.12.2022 by [S.I. 2022/906](#), [art. 2](#)

CHAPTER 4

JOINT CONTRACT-HOLDERS: WITHDRAWAL

138 Withdrawal of joint contract-holder using contract-holder's break clause

- (1) If a fixed term standard contract contains a contract-holder's break clause, it may provide that if there are joint contract-holders, a notice given to the landlord by one or more (but not all) of them that purports to be a notice under the break clause is to be treated as a notice that the joint contract-holder intends (or the joint contract-holders intend) to withdraw from the contract (“a withdrawal notice”).
- (2) If it does so, it must also make provision equivalent to subsections (4) and (5) of sections 111 and 130.

Commencement Information

- I7** [S. 138](#) in force at 1.12.2022 by [S.I. 2022/906](#), [art. 2](#)

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CHAPTER 5

DEALING: TRANSFERS

Sole contract-holder

139 Transfer on death of sole contract-holder

- (1) A fixed term standard contract may provide that on the death of a sole contract-holder, the contract may be transferred in the course of the administration of the contract-holder's estate.
- (2) Section 73 (right to succeed) does not apply to a fixed term standard contract that contains such provision.
- (3) Section 155 (termination of contract on death) is not incorporated as a term of a fixed term standard contract that contains such provision.

Commencement Information

18 [S. 139](#) in force at 1.12.2022 by [S.I. 2022/906](#), [art. 2](#)

Joint contract-holders

140 Forced transfers

- (1) A fixed term standard contract may provide that if there are joint contract-holders, one or more of them may require the other joint contract-holder or joint contract-holders to join in a transfer of the contract in accordance with the contract.
- (2) If the contract contains such provision, the joint contract-holder or joint contract-holders wishing to transfer the occupation contract may apply to the court for an order that the other joint contract-holder or joint contract-holders join in the transfer.
- (3) The court may make the order applied for if it thinks fit.

Commencement Information

19 [S. 140](#) in force at 1.12.2022 by [S.I. 2022/906](#), [art. 2](#)

141 Joint contract-holder's interest

- (1) This section applies if a fixed term standard contract provides that a joint contract-holder may transfer his or her rights and obligations under the contract.
- (2) The contract must also provide that a transfer may not be made unless the transferor gives notice to the other joint contract-holders that a transfer will be made.
- (3) The contract must also provide that the transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

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Commencement Information

I10 S. 141 in force at 1.12.2022 by S.I. 2022/906, art. 2

142 Transfer on death of joint contract-holder

- (1) This section applies if a fixed term standard contract provides that on the death of a joint contract-holder his or her rights and obligations under the contract may be transferred in the course of the administration of his or her estate.
- (2) The contract must also provide that a transfer may not be made unless the joint contract-holder gives notice to the other joint contract-holders before his or her death that such a transfer will be made.
- (3) The contract must also provide that the transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

Commencement Information

I11 S. 142 in force at 1.12.2022 by S.I. 2022/906, art. 2

Status:

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