



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 9

TERMINATION ETC. OF OCCUPATION CONTRACTS

CHAPTER 2

TERMINATION ETC. WITHOUT A POSSESSION CLAIM

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

152 Early termination by contract-holder

- (1) The contract-holder may end the occupation contract at any time before the earlier of—
 - (a) the landlord giving the contract-holder a written statement of the contract under section 31(1), or
 - (b) the occupation date.
- (2) To end the contract under subsection (1), the contract-holder must give a notice to the landlord stating that he or she is ending the contract.
- (3) On giving the notice to the landlord, the contract-holder—
 - (a) ceases to have any liability under the contract, and
 - (b) becomes entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with the contract.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

153 Termination by agreement

- (1) If the landlord and the contract-holder under an occupation contract agree to end the contract, the contract ends—

- (a) when the contract-holder gives up possession of the dwelling in accordance with the agreement, or
 - (b) if he or she does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- (2) An occupation contract is a substitute occupation contract if—
- (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - (b) a contract-holder under it was also a contract-holder under the original contract.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

154 Repudiatory breach by landlord

- (1) If the landlord under an occupation contract commits a repudiatory breach of contract and the contract-holder gives up possession of the dwelling because of that breach, the contract ends when the contract-holder gives up possession of the dwelling.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

155 Death of sole contract-holder

- (1) If the sole contract-holder under an occupation contract dies, the contract ends—
- (a) one month after the death of the contract-holder, or
 - (b) if earlier, when the landlord is given notice of the death by the authorised persons.
- (2) The authorised persons are—
- (a) the contract-holder’s personal representatives, or
 - (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.
- (3) The contract does not end if under section 74 one or more persons are qualified to succeed the contract-holder.
- (4) The contract does not end if, at the contract-holder’s death, a family property order has effect which requires the contract-holder to transfer the contract to another person.
- (5) If, after the contract-holder’s death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends—
- (a) when the order ceases to have effect, or
 - (b) if later, at the time the contract would end under subsection (1).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts, except fixed term standard contracts that contain the provision mentioned in section 139(1) (transfer on death of sole contract holder); section 20 provides that this section—
- (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

156 Death of landlord where occupation contract is a licence

An occupation contract which is a licence ends on the death of the landlord.