



Renting Homes (Wales) Act 2016

2016 anaw 1

PART 9

TERMINATION ETC. OF OCCUPATION CONTRACTS

CHAPTER 7

TERMINATION OF FIXED TERM STANDARD CONTRACTS

Contract-holder's break clause

189 Contract-holder's break clause

- (1) A fixed term standard contract may contain a term enabling the contract-holder to end the contract before the end of the fixed term by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.
- (2) References in this Act to a contract-holder's break clause, in relation to a fixed term standard contract, are to the term mentioned in subsection (1).

190 Minimum notice period

- (1) The date specified in a notice under a contract-holder's break clause may not be less than four weeks after the day on which the notice is given to the landlord.
- (2) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

191 Recovery of possession

- (1) If a contract-holder fails to give up possession of the dwelling on the date specified in a notice under a contract-holder's break clause, the landlord may on that ground make a possession claim.

Status: This is the original version (as it was originally enacted).

- (2) Section 215 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

192 Restrictions on section 191

- (1) Before making a possession claim on the ground in section 191 the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.
- (3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.
- (4) The landlord may not give the contract-holder a possession notice specifying the ground in section 191 after the end of the period of two months starting with the date specified in the notice under the contract-holder's break clause as the date on which the contract-holder would give up possession of the dwelling.
- (5) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.

193 Termination of contract under contract-holder's break clause

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under the contract-holder's break clause, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends—
 - (a) on the day on which the contract-holder gives up possession of the dwelling, or
 - (b) if an order for possession is made, on the date determined in accordance with section 206.
- (3) The notice ceases to have effect if, before the contract ends—
 - (a) the contract-holder withdraws the notice by further notice to the landlord, and
 - (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a contract-holder's break clause.