



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 9

### TERMINATION ETC. OF OCCUPATION CONTRACTS

#### CHAPTER 1

##### OVERVIEW AND INTRODUCTORY PROVISIONS

###### *Overview*

#### 147 Overview of Part

The following table provides an overview of this Part—

TABLE 1

CHAPTER	OCCUPATION CONTRACTS TO WHICH IT APPLIES	CONTENT OF CHAPTER
1	All occupation contracts (except section 151, which applies only to introductory standard contracts and prohibited conduct standard contracts)	(a) ways in which occupation contracts may be ended, (b) circumstances in which landlords may make a claim to the court for recovery of possession of a dwelling, and (c) “possession notices”, which are notices landlords must give

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CHAPTER	OCCUPATION CONTRACTS TO WHICH IT APPLIES	CONTENT OF CHAPTER
		to contract-holders before making a possession claim under section 157 (breach of contract), section 161 (in relation to estate management grounds), sections 165 or 170 (recovery of possession after contract-holder's notice), section 181 or 187 (serious rent arrears) or section 191 (recovery of possession after use of contract-holder's break clause).
2	All occupation contracts	Certain circumstances in which occupation contracts can end without a possession claim.
3	All occupation contracts	Landlords' possession claims on— (a) ground of contract-holder's breach of contract, and (b) estate management grounds.
4	Secure contracts	Contract-holder's right to end the contract.
5	Periodic standard contracts	(a) contract-holder's right to end the contract, and (b) rights of landlord to end the contract and make a possession claim.
6 and 7	Fixed term standard contracts	(a) what happens at the end of the term, (b) contract-holder's right to end the contract, and (c) rights of landlord to end the contract and

CHAPTER	OCCUPATION CONTRACTS TO WHICH IT APPLIES	CONTENT OF CHAPTER
		make a possession claim.
8	Introductory standard contracts and prohibited conduct standard contracts	Review by landlord, when required by contract-holder, of landlord's decision to give a notice requiring possession on certain grounds.
9 and 10	All occupation contracts	(a) powers of court in relation to all possession claims, and (b) powers of court in relation to possession claims concerning discretionary grounds for possession.
11	Secure contracts	Powers and duties of court in relation to possession claims concerning a contract-holder's notice.
12	Standard contracts	Powers and duties of court in relation to possession claims concerning absolute grounds for possession.
13 to 15	All occupation contracts	(a) rights of landlord in relation to abandonment of dwelling by contract-holder, (b) termination and exclusion where there are joint contract-holders, and (c) forfeiture and notices to quit not available in relation to occupation contracts.

*Permissible termination, possession claims and notices requiring possession*

#### **148 Permissible termination etc.**

(1) An occupation contract may be ended only in accordance with—

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- (a) the fundamental terms of the contract which incorporate fundamental provisions set out in this Part or other terms included in the contract in accordance with this Part, or
  - (b) an enactment.
- (2) Nothing in this section affects—
- (a) any right of the landlord or contract-holder to rescind the contract, or
  - (b) the operation of the law of frustration.
- (3) 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.

#### **149 Possession claims**

- (1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the dwelling from the contract-holder (“a possession claim”) only in the circumstances set out in Chapters 3 to 5 and 7.
- (2) 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.

#### **150 Possession notices**

- (1) This section applies in relation to a possession notice which a landlord is required to give to a contract-holder before making a possession claim.
- (2) The notice must (in addition to specifying the ground on which the claim will be made)—
- (a) state the landlord’s intention to make a possession claim,
  - (b) give particulars of the ground, and
  - (c) state the date after which the landlord is able to make a possession claim.
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

*Notices requiring possession: introductory standard contracts and prohibited conduct standard contracts*

#### **151 Introductory standard contracts and prohibited conduct standard contracts: notices under sections 173 and 181**

- (1) Subsection (2) applies in relation to—
- (a) a notice given under section 173 (landlord’s notice) in connection with an introductory standard contract or a prohibited conduct standard contract;
  - (b) a possession notice given under section 181 (serious rent arrears) in connection with an introductory standard contract or a prohibited conduct standard contract.

- (2) The notice must (in addition to complying with any other requirements under this Act) inform the contract-holder of the right to apply for a review under section 202 (review by landlord), and of the time by which the application must be made.
- (3) This section is a fundamental provision which is incorporated as a term of all introductory standard contracts and prohibited conduct standard 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.

### CHAPTER 3

#### TERMINATION OF ALL OCCUPATION CONTRACTS (POSSESSION CLAIMS BY LANDLORDS)

##### *Breach of contract*

#### **157 Breach of contract**

- (1) If the contract-holder under an occupation contract breaches the contract, the landlord may on that ground make a possession claim.
- (2) Section 209 provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10).
- (3) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

#### **158 False statement inducing landlord to make contract to be treated as breach of contract**

- (1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement—
  - (a) the contract-holder is to be treated as being in breach of the occupation contract, and
  - (b) the landlord may accordingly make a possession claim on the ground in section 157 (breach of contract).
- (2) A false statement is relevant if it is made knowingly or recklessly by—
  - (a) the contract-holder, or
  - (b) another person acting at the contract-holder's instigation.
- (3) 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.

#### **159 Restrictions on section 157**

- (1) Before making a possession claim on the ground in section 157, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make a possession claim in reliance on a breach of section 55 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives the contract-holder a possession notice specifying a breach of that section.
- (3) The landlord may not make a possession claim in reliance on a breach of any other term of the contract before the end of the period of one month starting with the day on which the landlord gives the contract-holder a possession notice specifying a breach of that term.

- (4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives the contract-holder the possession notice.
- (5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

*Estate management grounds*

**160 Estate management grounds**

- (1) The landlord under an occupation contract may make a possession claim on one or more of the estate management grounds.
- (2) The estate management grounds are set out in Part 1 of Schedule 8 (paragraph 10 of that Schedule provides that Part 1 of that Schedule is a fundamental provision applicable to all occupation contracts).
- (3) Section 210 provides that the court may not make an order for possession on an estate management ground unless—
  - (a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10), and
  - (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11) is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to the contract-holder a sum equal to the reasonable expenses likely to be incurred by the contract-holder in moving from the dwelling.
- (5) Subsection (4) does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**161 Restrictions on section 160**

- (1) Before making a possession claim on an estate management ground, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim—
  - (a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.
- (4) The landlord may not give the contract-holder a possession notice specifying estate management Ground G (accommodation not required by successor)—



- (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
  - (b) after the end of the period of twelve months starting with that day.
- (5) The landlord may not give the contract-holder a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under the contract ended.
- (6) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

### **162 Estate management grounds: redevelopment schemes**

Part 2 of Schedule 8 (approval of redevelopment schemes) makes provision supplementing estate management Ground B.

## **CHAPTER 4**

### **TERMINATION OF SECURE CONTRACTS (CONTRACT-HOLDER'S NOTICE)**

#### **163 Contract-holder's notice**

- (1) The contract-holder under a secure contract may end the contract by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.
- (2) This section is a fundamental provision which is incorporated as a term of all secure contracts.

#### **164 Minimum notice period**

- (1) The date specified in a notice under section 163 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 secure contracts.

#### **165 Recovery of possession**

- (1) If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under section 163, the landlord may on that ground make a possession claim.
- (2) Section 212 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 secure contracts.

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### **166 Restrictions on section 165**

- (1) Before making a possession claim on the ground in section 165 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 165 after the end of the period of two months starting with the date specified in the notice under section 163 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 secure contracts.

### **167 Termination of contract on contract-holder's notice**

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 163, 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 secure contracts.

## **CHAPTER 5**

### **TERMINATION OF PERIODIC STANDARD CONTRACTS**

#### *Termination by contract-holder: contract-holder's notice*

### **168 Contract-holder's notice**

- (1) The contract-holder under a periodic standard contract may end the contract by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

### **169 Minimum notice period**

- (1) The date specified in a notice under section 168 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 periodic standard contracts.

### **170 Recovery of possession**

- (1) If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under section 168, the landlord may on that ground make a possession claim.
- (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 periodic standard contracts.

### **171 Restrictions on section 170**

- (1) Before making a possession claim on the ground in section 170 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 170 after the end of the period of two months starting with the date specified in the notice under section 168 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 periodic standard contracts.

### **172 Termination of contract on contract-holder's notice**

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 168 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 giving further notice to the landlord, and

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- (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 periodic standard contracts.

*Termination by landlord: landlord's notice*

**173 Landlord's notice**

- (1) The landlord under a periodic standard contract may end the contract by giving the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.
- (3) If this section is not incorporated as a term of a periodic standard contract, the landlord may not vary the terms of the contract in accordance with sections 125(1)(b) and 126 (variation by landlord's notice).

**174 Minimum notice period**

- (1) The date specified in a notice under section 173 may not be less than two months after the day on which the notice is given to the contract-holder.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**175 Restrictions on section 173: notice may not be given in first four months of occupation**

- (1) The landlord may not give notice under section 173 before the end of the period of four months starting with the occupation date of the contract.
- (2) If the contract is a substitute occupation contract, the landlord may not give notice under section 173 before the end of the period of four months starting with the occupation date of the original contract.
- (3) For the purposes of subsection (2)—
  - (a) an occupation contract is a substitute occupation contract if—
    - (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
    - (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
    - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
  - (b) “original contract” means—
    - (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute

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occupation contract, the occupation contract which precedes the substitute occupation contract;

(ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which—

- (a) do not incorporate section 173 as a term of the contract, or
- (b) are within Schedule 9 (whether or not they incorporate section 173 as a term of the contract),

and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.

#### **176 Restrictions on section 173: breach of information requirements**

(1) If the landlord does not comply with section 31(1) or (2) (duty to provide written statement of contract), the landlord may not give notice under section 173 before the end of the restricted period.

(2) The restricted period is six months starting with the day on which the landlord gives a written statement of the contract to the contract-holder.

(3) The landlord may not give the contract-holder notice under section 173 at any time when the landlord has not provided a notice required under section 39 (duty to provide information).

(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

#### **177 Restrictions on section 173: breach of security and deposit requirements**

(1) The landlord may not give notice under section 173 at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.

(2) The landlord may not give notice under section 173 at a time when any of subsections (3) to (5) apply unless—

- (a) a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on his or her behalf) either in full or with such deductions as may have been agreed, or
- (b) an application to the county court has been made under paragraph 2 of Schedule 5 and has been determined by the county court, withdrawn, or settled by agreement between the parties.

(3) A deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.

(4) A deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b).

(5) A deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

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- (6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts which incorporate section 173 as a term of the contract; section 20 provides that this section—
- (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

### **178 Recovery of possession**

- (1) If the landlord gives the contract-holder a notice under section 173, the landlord may on that ground make a possession claim.
- (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, unless section 217 (retaliatory evictions: standard contracts) applies (and 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 periodic standard contracts.

### **179 Restriction on section 178**

- (1) The landlord may not make a possession claim on the ground in section 178—
  - (a) before the date specified in the notice given by the landlord to the contract-holder under section 173, or
  - (b) after the end of the period of two months starting with that date.
- (2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

### **180 Termination of contract on landlord's notice**

- (1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 173, 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 landlord withdraws the notice by further notice to the contract-holder, and
  - (b) the contract-holder 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 periodic standard contracts.

*Termination by landlord: serious rent arrears*

**181 Serious rent arrears**

- (1) If the contract-holder under a periodic standard contract is in serious rent arrears, the landlord may on that ground make a possession claim.
- (2) The contract-holder is seriously in arrears with his or her rent—
  - (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
  - (b) where the rental period is a month, if at least two months' rent is unpaid;
  - (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
  - (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- (3) Section 216 provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder—
  - (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and
  - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.
- (4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts.

**182 Restrictions on section 181**

- (1) Before making a possession claim on the ground in section 181, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord under a periodic standard contract that is not an introductory standard contract or a prohibited conduct standard contract may not make the claim—
  - (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (3) The landlord under an introductory standard contract or a prohibited conduct standard contract may not make the claim—
  - (a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (4) Subsection (1) is a fundamental provision which is incorporated as a term of all periodic standard contracts, and—
  - (a) subsection (2) is a fundamental provision which is incorporated as a term of all periodic standard contracts that are not introductory standard contracts or prohibited conduct standard contracts;
  - (b) subsection (3) is a fundamental provision which is incorporated as a term only of introductory standard contracts and prohibited conduct standard contracts.

*Termination of periodic standard contracts which were fixed term standard contracts*

**183 Relevance of events under fixed term standard contract**

- (1) The landlord under a periodic standard contract which arises under section 184(2) (periodic standard contract arising at end of fixed term) may make a possession claim in reliance on—
  - (a) a possession notice, or
  - (b) a notice under section 186,
 which the landlord gave to the contract-holder before the end of the fixed term contract.
- (2) Sections 174 to 177, 179 and 180 apply to a notice under section 186(1), and a possession claim on the ground in section 186(5), as they apply to a notice under section 173 and a possession claim on the ground in section 178.
- (3) In any possession notice the landlord gives to the contract-holder, the landlord may rely on events which occurred before the end of the fixed term standard contract.
- (4) This section is a fundamental provision which is incorporated as a term of periodic standard contracts which arise under section 184(2).

## CHAPTER 6

### FIXED TERM STANDARD CONTRACTS: END OF THE FIXED TERM

**184 End of fixed term**

- (1) A fixed term standard contract ends at the end of the term for which it is made.
- (2) If the contract-holder remains in occupation of the dwelling after the end of the term, the landlord and the contract-holder are to be treated as having made a new periodic standard contract in relation to the dwelling.
- (3) The new contract—
  - (a) has an occupation date falling immediately after the end of the fixed term, and
  - (b) has rental periods that are the same as those for which rent was last payable under the fixed term contract.
- (4) The fundamental and supplementary provisions applicable to periodic standard contracts are incorporated as terms of the new contract without modification.
- (5) Subject to subsections (3) and (4), the new contract has the same terms as the fixed term contract immediately before it ended.
- (6) A new occupation contract does not arise as described in subsection (2) if the landlord and the contract-holder have made a new occupation contract in relation to the same (or substantially the same) dwelling which has an occupation date falling immediately after the fixed term contract ends.
- (7) If, before or on the occupation date of a new occupation contract arising as described in subsection (2) or (6)—
  - (a) the contract-holder enters into an obligation to do an act which will cause the new contract to end, or



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- (b) the contract-holder gives any notice or other document that would, but for this subsection, cause the new contract to end,  
the obligation is unenforceable or (as the case may be) the notice or document is of no effect.
- (8) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply in relation to a periodic standard contract arising under subsection (2).

**185 Written statement may address periodic standard contract arising under section 184(2)**

- (1) A written statement of a fixed term standard contract may, as regards the periodic standard contract which may arise under section 184(2) (“the potential contract”), set out what the terms of that contract would be under section 184(3) to (5) by—
  - (a) identifying the terms of the fixed term standard contract that will not be terms of the potential contract, and setting out the terms that will apply only to the potential contract, or
  - (b) separately setting out all of the terms of the potential contract.
- (2) Where a written statement of a fixed term standard contract addresses the potential contract in accordance with subsection (1)—
  - (a) the written statement is not incorrect (see section 37) merely because it addresses the potential contract;
  - (b) the landlord is to be treated as having complied with the requirement in section 31(1) (provision of written statement) in relation to the potential contract, and
  - (c) the terms of the potential contract may not be enforced against the contract-holder before the occupation date of that contract (and accordingly, section 42 does not apply).

## CHAPTER 7

### TERMINATION OF FIXED TERM STANDARD CONTRACTS

#### *End of fixed term: landlord’s notice*

**186 Landlord’s notice in connection with end of term**

- (1) The landlord under a fixed term standard contract may, before or on the last day of the term for which the contract was made, give the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.
- (2) The specified date may not be less than six months after—
  - (a) the occupation date of the contract, or
  - (b) if the contract is a substitute contract, the occupation date of the original contract.
- (3) Subject to subsection (2), the specified date—
  - (a) may not be before the last day of the term for which the contract was made, and

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

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- (b) may not be less than two months after the day on which the notice is given to the contract-holder.
- (4) For the purposes of subsection (2)—
- (a) an occupation contract is a substitute occupation contract if—
    - (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
    - (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
    - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
  - (b) “original contract” means—
    - (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
    - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.
- (5) If the landlord gives the contract-holder a notice under subsection (1), the landlord may on that ground make a possession claim.
- (6) 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).
- (7) The landlord may not make a possession claim on that ground before the end of the fixed term standard contract.
- (8) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts; subsections (2) and (4) are fundamental provisions which are incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which—
- (a) do not incorporate subsection (1) as a term of the contract, or
  - (b) are within Schedule 9 (whether or not they incorporate subsection (1) as a term of the contract),
- and section 20 provides that those subsections must be incorporated, and must not be incorporated with modifications.

*Termination by landlord: serious rent arrears*

**187 Serious rent arrears**

- (1) If the contract-holder under a fixed term standard contract is seriously in arrears with his or her rent, the landlord may on that ground make a possession claim.
- (2) The contract-holder is seriously in arrears with his or her rent—
  - (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks’ rent is unpaid;

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

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- (b) where the rental period is a month, if at least two months' rent is unpaid;
  - (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
  - (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- (3) Section 216 provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder—
- (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and
  - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts.

#### **188 Restrictions on section 187**

- (1) Before making a possession claim on the ground in section 187, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim—
- (a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (3) This section is a fundamental provision which is incorporated as a term of all 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.
- (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.

### *Landlord's break clause*

#### **194 Landlord's break clause**

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

#### **195 Minimum notice period**

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

#### **196 Restrictions on use of landlord's break clause: first four months of occupation**

- (1) The landlord may not give notice under a landlord's break clause before the end of the period of four months starting with the occupation date of the contract.
- (2) If the contract is a substitute occupation contract, the landlord may not give notice under a landlord's break clause before the end of the period of four months starting with the occupation date of the original contract.
- (3) For the purposes of subsection (2)—
  - (a) an occupation contract is a substitute occupation contract if—
    - (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
    - (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
    - (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
  - (b) "original contract" means—
    - (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
    - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts, except fixed term standard contracts which—
  - (a) do not have a landlord's break clause, or
  - (b) are within Schedule 9 (whether or not they have a landlord's break clause),

and section 20 provides that this section must be incorporated, and must not be incorporated with modifications.

**197 Restrictions on use of landlord’s break clause: breach of information requirements**

- (1) If the landlord does not comply with section 31(1) or (2) (duty to provide written statement of contract), the landlord may not give notice under a landlord’s break clause before the end of the restricted period.
- (2) The restricted period is six months starting with the day on which the landlord gives a written statement of the contract to the contract-holder.
- (3) The landlord may not give notice under a landlord’s break clause at any time when the landlord has not provided a notice required under section 39 (duty to provide information).
- (4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord’s break clause.

**198 Restrictions on use of landlord’s break clause: security and deposit requirements**

- (1) The landlord may not give notice under a landlord’s break clause at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.
- (2) The landlord may not give notice under a landlord’s break clause at a time when any of subsections (3) to (5) apply unless—
  - (a) a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on his or her behalf) either in full or with such deductions as may have been agreed, or
  - (b) an application to the county court has been made under paragraph 2 of Schedule 5 and has been determined by the county court, withdrawn, or settled by agreement between the parties.
- (3) A deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (4) A deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b).
- (5) A deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.
- (6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord’s break clause; section 20 provides that this section—
  - (a) must be incorporated, and
  - (b) must not be incorporated with modifications.

**199 Recovery of possession**

- (1) If the landlord gives the contract-holder a notice under the landlord’s break clause, the landlord may on that ground make a possession claim.

- (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, unless section 217 (retaliatory evictions) applies (and 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 landlord's break clause.

## **200 Restriction on section 199**

- (1) The landlord may not make a possession claim on the ground in section 199—
  - (a) before the date specified in the notice given by the landlord to the contract-holder under the landlord's break clause, or
  - (b) after the end of the period of two months starting with that date.
- (2) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord's break clause.

## **201 Termination of contract under landlord'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 landlord'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 landlord withdraws the notice by further notice to the contract-holder, and
  - (b) the contract-holder 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 landlord's break clause.

## **CHAPTER 8**

### **REVIEW BY LANDLORD OF DECISION TO GIVE NOTICE REQUIRING POSSESSION**

(THIS CHAPTER APPLIES ONLY TO INTRODUCTORY STANDARD CONTRACTS AND PROHIBITED CONDUCT STANDARD CONTRACTS)

## **202 Review of decision to terminate introductory standard contract or prohibited conduct standard contract**

- (1) This section applies only in relation to introductory standard contracts and prohibited conduct standard contracts.

- (2) If the landlord decides to give a contract-holder a notice under section 173 (landlord's notice) or a possession notice specifying the ground in section 181 (serious rent arrears), the contract-holder may request that the landlord carries out a review of that decision.
- (3) A request for a review must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice.

### **203 Landlord's review of decision to give a notice**

- (1) If the contract-holder, in accordance with section 202, requests a review of the landlord's decision to give a notice, the landlord must carry out the review.
- (2) Following a review, the landlord may—
  - (a) confirm the decision to give the notice, or
  - (b) reverse the decision.
- (3) The landlord must notify the contract-holder of the outcome of the review before the date after which the landlord is able to make a possession claim.
- (4) If the landlord confirms the decision, the notice must set out the reasons for the confirmation.
- (5) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this section.
- (6) Regulations under subsection (5) may, amongst other things—
  - (a) require the review to be carried out by a person of appropriate seniority who has not been involved in the decision, and
  - (b) set out circumstances in which a contract-holder is entitled to an oral hearing, and whether and by whom he or she may be represented at such a hearing.

## **CHAPTER 9**

### **POSSESSION CLAIMS: POWERS OF COURT**

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

### **204 Possession claims**

- (1) The court may not hear a possession claim made by the landlord under an occupation contract—
  - (a) if the landlord has failed to act in accordance with whichever of the following sections apply—
    - (i) section 126 (variation of periodic standard contract by landlord's notice);
    - (ii) section 159 (restrictions on making a possession claim following breach of contract);
    - (iii) section 161 (restrictions on making a possession claim on estate management grounds);



- (iv) section 166 (restrictions on making a possession claim following contract-holder's notice: secure contracts);
  - (v) section 171 (restrictions on making a possession claim following contract-holder's notice: periodic standard contracts);
  - (vi) section 175 (restriction on giving landlord's notice under a periodic standard contract during first four months of occupation);
  - (vii) sections 176, 177 and 179 (restrictions relating to landlord's notice: periodic standard contracts);
  - (viii) section 182 (restrictions on making a possession claim following serious rent arrears: periodic standard contracts);
  - (ix) section 186 (restrictions relating to notice in connection with the end of fixed term);
  - (x) section 188 (restrictions on making a possession claim following serious rent arrears: fixed term standard contracts);
  - (xi) section 192 (restrictions on making a possession claim following use of contract-holder's break clause in a fixed term standard contract);
  - (xii) section 196 (restriction on use of landlord's break clause in a fixed term standard contract during first four months of occupation);
  - (xiii) sections 197, 198 and 200 (restrictions relating to landlord's break clause in a fixed term standard contract);
  - (xiv) section 203 (review of a decision to give a notice requiring possession: introductory standard contracts and prohibited conduct standard contracts), or
- (b) if the landlord was required to give a possession notice and has failed to comply with section 150 or (in relation to an introductory standard contract or a prohibited conduct standard contract) section 151.
- (2) Subsection (1) does not apply if the court considers it reasonable to dispense with the requirements mentioned in that subsection.
- (3) Subsection (1) does not apply to an application for an order for possession against a sub-holder under section 65(2) (extended possession order).

## 205 Orders for possession

- (1) The court may make an order requiring the contract-holder under an occupation contract to give up possession of the dwelling only on one or more of the grounds in—
- (a) section 157 (breach of contract);
  - (b) section 160 (estate management);
  - (c) section 165 (contract-holder's notice: secure contracts);
  - (d) section 170 (contract-holder's notice: periodic standard contracts);
  - (e) section 178 (landlord's notice: periodic standard contracts);
  - (f) section 181 (serious rent arrears: periodic standard contracts);
  - (g) section 186 (landlord's notice in connection with end of fixed term);
  - (h) section 187 (serious rent arrears: fixed term standard contracts);
  - (i) section 191 (contract-holder's notice: fixed term standard contracts);
  - (j) section 199 (landlord's notice: fixed term standard contracts).

- (2) Where the landlord is required to give the contract-holder a possession notice, the court may not make an order for possession on a ground that is not specified in the landlord's possession notice.
- (3) But the court may allow the ground (or grounds) specified in the possession notice to be altered or added to at any time before the court makes an order for possession.

## **206 Effect of order for possession**

- (1) If the court makes an order requiring the contract-holder under an occupation contract to give up possession of the dwelling on a date specified in the order, the contract ends—
  - (a) if the contract-holder gives up possession of the dwelling on or before that date, on that date,
  - (b) if the contract-holder gives up possession of the dwelling after that date but before the order for possession is executed, on the day on which he or she gives up possession of the dwelling, or
  - (c) if the contract-holder does not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.
- (2) Subsection (3) applies if—
  - (a) it is a condition of the order that the landlord must offer a new occupation contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
  - (b) that joint contract-holder (or those joint contract-holders) continue to occupy the dwelling on and after the occupation date of the new contract.
- (3) The occupation contract in relation to which the order for possession was made ends immediately before the occupation date of the new contract.
- (4) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## **207 Participation in proceedings**

- (1) A person occupying a dwelling subject to an occupation contract who has home rights is entitled, so long as the person remains in occupation—
  - (a) to be a party to any proceedings on a possession claim relating to the dwelling, or in connection with an order for possession of the dwelling, or
  - (b) to seek an adjournment, postponement, stay or suspension under section 211, 214 or 219.
- (2) “Home rights” has the meaning given by section 30(2) of the [Family Law Act 1996](#) (c. 27).

## **208 Misrepresentation or concealment of facts used to obtain order for possession**

- (1) This section applies if, after the landlord under an occupation contract obtains an order for possession against the contract-holder, the court is satisfied that the order was obtained by misrepresentation or concealment of material facts.

- (2) The court may order the landlord to pay to the contract-holder such sum as appears sufficient compensation for damage or loss sustained by the contract-holder as a result of the order.

## CHAPTER 10

### POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO DISCRETIONARY GROUNDS

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

#### **209 Breach of contract ground**

- (1) This section applies if the landlord under an occupation contract makes a possession claim on the ground in section 157 (breach of contract).
- (2) The court may not make an order for possession on that ground unless it considers it reasonable to do so.
- (3) The court is not prevented from making an order for possession on that ground merely because the contract-holder ceased to be in breach of the contract before the landlord made the possession claim.
- (4) Schedule 10 makes provision as regards the reasonableness of making an order for possession.

#### **210 Estate management grounds**

- (1) This section applies if the landlord under an occupation contract makes a possession claim under section 160 on one or more of the estate management grounds.
- (2) The court may not make an order for possession on that ground (or those grounds) unless—
  - (a) it considers it reasonable to do so, and
  - (b) it is satisfied that suitable alternative accommodation is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (3) Schedule 10 makes provision as regards the reasonableness of making an order for possession.
- (4) Whether suitable alternative accommodation is, or will be, available to the contract-holder is to be determined in accordance with Schedule 11.
- (5) If the landlord makes a possession claim on estate management Ground B and the redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the court may not make an order for possession unless it is satisfied that the conditions are or will be met.
- (6) If the court makes an order for possession and the landlord is required to pay the contract-holder a sum under section 160(4), the sum payable—
  - (a) if not agreed between the landlord and contract-holder, is to be determined by the court, and

- (b) is recoverable from the landlord as a civil debt.

## **211 Powers to adjourn proceedings and postpone giving up of possession**

- (1) If a landlord's possession claim relies on the ground in section 157 (breach of contract) or on one or more of the estate management grounds, the court may adjourn proceedings on the claim for such period or periods as it considers reasonable.
- (2) If the court makes an order for possession under section 209 or 210, it may (on making the order or at any time before the order is executed) postpone the giving up of possession for such period or periods as it thinks fit.
- (3) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.
- (4) On an adjournment or postponement under this section, the court must impose conditions as regards—
  - (a) payment by the contract-holder of arrears of rent (if any), and
  - (b) continued payment of rent (if any),unless it considers that to do so would cause exceptional hardship to the contract-holder or would otherwise be unreasonable.
- (5) The court may impose any other conditions it thinks fit.
- (6) If the contract-holder complies with the conditions, the court may discharge the order for possession.
- (7) Schedule 10 makes provision as regards the reasonableness of an adjournment or postponement.

## **CHAPTER 11**

### **POSSESSION CLAIMS: POWERS OF COURT IN RELATION TO ABSOLUTE GROUNDS**

(THIS CHAPTER APPLIES ONLY TO SECURE CONTRACTS)

## **212 Contract-holder's notice ground**

- (1) This section applies if—
  - (a) the landlord under a secure contract makes a possession claim on the ground in section 165 (contract-holder's notice), and
  - (b) the court is satisfied that the ground is made out.
- (2) The court 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 subject to section 213 (review by the county court).

**213 Review of claim made on absolute ground**

- (1) This section applies if a landlord under a secure contract makes a possession claim in the county court on the ground in section 165 (contract-holder fails to give up possession following a contract-holder's notice), and—
  - (a) the landlord is a community landlord, or
  - (b) the landlord's decision to make a possession claim on that ground is subject to judicial review.
- (2) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord's decision to make the claim.
- (3) The county court may confirm or quash the decision.
- (4) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (5) If the county court quashes the decision it may—
  - (a) set aside the possession notice and dismiss the possession proceedings;
  - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (6) The contract-holder may not make an application under subsection (2) after an order for possession has been made in respect of the dwelling.

**214 Powers to postpone giving up of possession**

- (1) This section applies if the court makes an order for possession of a dwelling under section 212.
- (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.
- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

**CHAPTER 12****POSSESSION CLAIMS: POWERS OF COURT  
IN RELATION TO ABSOLUTE GROUNDS**

(THIS CHAPTER APPLIES ONLY TO STANDARD CONTRACTS)

*Absolute grounds for possession relating to standard contracts*

**215 Notice grounds**

- (1) Subsection (2) applies if—

- (a) the landlord under a standard contract makes a possession claim on the ground in section 170 or 191 (contract-holder's notice) or section 186 (landlord's notice in connection with end of fixed term), and
  - (b) the court is satisfied that the ground is made out.
- (2) The court must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) Subsection (4) applies if—
- (a) the landlord under a standard contract makes a possession claim on the ground in section 178 or 199 (landlord's notice), and
  - (b) the court is satisfied that the ground is made out.
- (4) The court must make an order for possession of the dwelling unless section 217 (retaliatory evictions) applies (and subject to any available defence based on the contract-holder's Convention rights).
- (5) This section is subject to section 218 (review by the county court).

## **216 Serious rent arrears grounds**

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 181 or 187 (serious rent arrears).
- (2) If the court is satisfied that the contract-holder—
- (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder a possession notice, and
  - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim,
- it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).
- (3) Section 181(2) or (as the case may be) section 187(2) applies for determining whether a contract-holder is seriously in arrears with his or her rent.
- (4) This section is subject to section 218 (review by the county court).

*Retaliatory eviction: absolute ground that becomes a discretionary ground*

## **217 Retaliatory possession claims to avoid obligations to repair etc.**

- (1) This section applies if—
- (a) a landlord under a standard contract makes a possession claim on the ground in section 178 or section 199 (landlord's notice), and
  - (b) the court considers that the claim is a retaliatory claim.
- (2) The court may refuse to make an order for possession.
- (3) A possession claim is a retaliatory claim if—
- (a) the contract-holder has enforced or relied on the landlord's obligations under section 91 or 92, and
  - (b) the court is satisfied that the landlord has made the possession claim to avoid complying with those obligations.

- (4) The Welsh Ministers may by regulations amend this section for the purpose of providing for further descriptions of retaliatory claim.

### *Review and postponement*

## **218 Review of claim made on absolute ground**

- (1) This section applies if a landlord under a standard contract makes a possession claim in the county court on a ground in a section to which subsection (2) applies, and—
- (a) the landlord is a community landlord, or
  - (b) the landlord's decision to make a possession claim on that ground is subject to judicial review.
- (2) This subsection applies to the following sections—
- (a) section 170 (contract-holder's notice: periodic standard contracts),
  - (b) section 178 (landlord's notice: periodic standard contracts),
  - (c) section 181 (serious rent arrears: periodic standard contracts),
  - (d) section 186 (landlord's notice in connection with end of fixed term),
  - (e) section 187 (serious rent arrears: fixed term standard contracts),
  - (f) section 191 (contract-holder's notice: fixed term standard contracts), and
  - (g) section 199 (landlord's notice: fixed term standard contracts).
- (3) The contract-holder may make an application in the possession proceedings for a review by the county court of the landlord's decision to make the claim.
- (4) The contract-holder may make an application under this section regardless of whether he or she requested a review by the landlord under section 202 (introductory standard contracts and prohibited conduct standard contracts).
- (5) The contract-holder may not make an application under this section on the ground that the possession claim was a retaliatory claim (within the meaning of section 217).
- (6) The county court may confirm or quash the decision to make the claim.
- (7) In considering whether to confirm or quash the decision, the county court must apply the principles applied by the High Court on an application for judicial review.
- (8) If the county court quashes the decision it may—
- (a) set aside the possession notice or (as the case may be) the landlord's notice and dismiss the possession proceedings;
  - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (9) The contract-holder may not make an application under subsection (3) after an order for possession has been made in respect of the dwelling.

## **219 Powers to postpone giving up of possession**

- (1) This section applies if the court makes an order for possession of a dwelling under section 215 or 216.

- (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.
- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

## CHAPTER 13

### ABANDONMENT

(THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

#### **220 Possession of abandoned dwellings**

- (1) If the landlord under a relevant occupation contract believes that the contract-holder has abandoned the dwelling, the landlord may recover possession of the dwelling in accordance with this section.
- (2) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home.
- (3) The landlord must give the contract-holder notice—
  - (a) stating that the landlord believes that the contract-holder has abandoned the dwelling,
  - (b) requiring the contract-holder to inform the landlord in writing before the end of the warning period if the contract-holder has not abandoned the dwelling, and
  - (c) informing the contract-holder of the landlord's intention to end the contract if at the end of the warning period the landlord is satisfied that the contract-holder has abandoned the dwelling.
- (4) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that the contract-holder has abandoned the dwelling.
- (5) At the end of the warning period the landlord may, if satisfied as described in subsection (4), end the contract by giving the contract-holder a notice.
- (6) The contract ends when the notice under subsection (5) is given to the contract-holder.
- (7) If an occupation contract is ended under this section the landlord may recover possession of the dwelling without court proceedings.
- (8) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to the contract-holder.
- (9) The landlord must give a copy of a notice under subsection (3) and a copy of a notice under subsection (5) to any lodger or sub-holder of the contract-holder.



## 221 Disposal of property

- (1) The Welsh Ministers may by regulations make provision in connection with safeguarding property (other than the landlord's property) that is in the dwelling when a contract ends under section 220, and delivering it to its owner.
- (2) The regulations may, amongst other things—
  - (a) provide that delivery of property is conditional on payment of expenses incurred by the landlord;
  - (b) authorise the disposal of property after a prescribed period;
  - (c) allow the landlord to apply any proceeds from selling property in satisfaction of expenses incurred by the landlord and amounts due from the contract-holder under the contract.

## 222 Contract-holder's remedies

- (1) A contract-holder may, before the end of the period of six months starting with the day on which he or she is given notice under section 220(5), apply to the court on a ground in subsection (2) for a declaration or order under subsection (3).
- (2) The grounds are—
  - (a) that the landlord failed to give notice under section 220(3) or failed to make the inquiries required by section 220(4);
  - (b) that the contract-holder had not abandoned the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 220(3);
  - (c) that when the landlord gave the notice to the contract-holder under section 220(5) the landlord did not have reasonable grounds for being satisfied that the contract-holder had abandoned the dwelling.
- (3) If the court finds that one or more of the grounds is made out it may—
  - (a) make a declaration that the notice under section 220(5) is of no effect and the occupation contract continues to have effect in relation to the dwelling,
  - (b) order the landlord to provide suitable alternative accommodation to the contract-holder, or
  - (c) make any other order it thinks fit.
- (4) If the court does either of the things mentioned in paragraph (a) or (b) of subsection (3), it may make such further order as it thinks fit.
- (5) The suitability of alternative accommodation is to be determined in accordance with Schedule 11.

## 223 Power to vary periods of time relating to abandonment

The Welsh Ministers may by regulations—

- (a) amend section 220(8) by substituting a different period of time for the period for the time being referred to;
- (b) amend section 222(1) by substituting a different period of time for the period for the time being referred to.

## 224 Rights of entry

- (1) Subsection (2) applies if the landlord under a relevant occupation contract reasonably believes that the contract-holder has abandoned the dwelling.
- (2) The landlord may enter the dwelling at any time in order to make it secure or to safeguard its contents and any fixtures or fittings, and may use reasonable force to do so.
- (3) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the dwelling as his or her only or principal home.

## CHAPTER 14

### JOINT CONTRACT-HOLDERS: EXCLUSION AND TERMINATION

#### (THIS CHAPTER APPLIES TO ALL OCCUPATION CONTRACTS)

#### *Exclusion of joint contract-holders*

## 225 Non-occupation: exclusion by landlord

- (1) If the landlord under an occupation contract believes that a joint contract-holder who is required to occupy the dwelling (“J”)—
  - (a) does not occupy the dwelling, and
  - (b) does not intend to occupy it,
 the landlord may end J’s rights and obligations in accordance with this section.
- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.
- (3) The landlord must give J notice—
  - (a) stating that the landlord believes that J does not occupy, and does not intend to occupy, the dwelling,
  - (b) requiring J to inform the landlord in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and
  - (c) informing J of the landlord’s intention to end J’s rights and obligations under the contract if at the end of the warning period the landlord is satisfied that J does not occupy, and does not intend to occupy, the dwelling.
- (4) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.
- (5) During the warning period the landlord must make such inquiries as are necessary to satisfy the landlord that J does not occupy the dwelling and does not intend to occupy it.
- (6) At the end of the warning period the landlord may, if satisfied as described in subsection (5), end J’s rights and obligations under the contract by giving him or her a notice.

- (7) J ceases to be a party to the contract at the end of the period of eight weeks starting with the day on which he or she is given notice under subsection (6).
- (8) The landlord must give a copy of a notice under subsection (3) and (if one was given to J) a copy of a notice under subsection (6) to each of the other joint contract-holders.

## **226 Remedies for exclusion under section 225**

- (1) J may, before the end of the period of eight weeks starting with the day on which he or she is given notice under section 225(6), apply to the court on a ground in subsection (2) for a declaration under subsection (3).
- (2) The grounds are—
  - (a) that the landlord failed to give notice under section 225(3) or failed to make the inquiries required by section 225(5);
  - (b) that J occupied, or intended to occupy, the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 225(3);
  - (c) that when the landlord gave the notice to J under section 225(6) the landlord did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.
- (3) If the court finds that one or more of the grounds are made out it may—
  - (a) make a declaration that the notice under section 225(6) is of no effect and that J continues to be a party to the contract, and
  - (b) make such further order as it thinks fit.

## **227 Non-occupation: exclusion by joint contract-holder**

- (1) If a joint contract-holder (“C”) believes that another joint contract-holder (“J”) who is required under an occupation contract to occupy the dwelling—
  - (a) does not occupy the dwelling, and
  - (b) does not intend to occupy it,
 J’s rights and obligations under the contract may be ended in accordance with this section.
- (2) A joint contract-holder is required to occupy the dwelling if it is a term of the contract (however expressed) that he or she must occupy the dwelling as his or her only or principal home.
- (3) C must give J notice—
  - (a) stating that C believes that J does not occupy, and does not intend to occupy, the dwelling,
  - (b) requiring J to inform C in writing before the end of the warning period if J occupies or intends to occupy the dwelling, and
  - (c) informing J that if at the end of the warning period C is satisfied that J does not occupy, and does not intend to occupy, the dwelling, J’s rights and obligations under the contract may be ended.
- (4) C must give a copy of a notice under subsection (3)—
  - (a) to the landlord, and

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

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- (b) if there are joint contract-holders other than C and J, to each of those other joint contract-holders.
- (5) During the warning period C must make such inquiries as are necessary to satisfy himself or herself that J does not occupy the dwelling and does not intend to occupy it.
- (6) At the end of the warning period C may, if satisfied as described in subsection (5), apply to the court for an order ending J's rights and obligations under the occupation contract.
- (7) If the court is satisfied that J does not occupy, and does not intend to occupy, the dwelling, it may make the order applied for under subsection (6).
- (8) But it may not make the order if the fact that J does not occupy, and does not intend to occupy, the dwelling is attributable to C or another joint contract-holder failing to comply with section 55 (anti-social behaviour and other prohibited conduct).
- (9) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.
- (10) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.

## **228 Remedies for exclusion under section 227**

- (1) Subsection (2) applies if the court makes an order under section 227(7) ending J's rights and obligations under the occupation contract.
- (2) J may, before the end of the period of six months starting with the day on which the order is made, 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 C failed to give notice under section 227(3) or failed to make the inquiries required by section 227(5);
  - (b) that J occupied or intended to occupy the dwelling and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 227(3);
  - (c) that when C applied to the court he or she did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the dwelling.
- (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 227, and declare that J continues to be a party to the occupation contract, and
  - (b) make such further order as it thinks fit.

## **229 Power to vary periods of time relating to exclusion of joint contract-holder**

The Welsh Ministers may by regulations—

- (a) amend section 225(4) by substituting a different period of time for the period for the time being referred to;
- (b) amend section 226(1) by substituting a different period of time for the period for the time being referred to;

- (c) amend section 227(10) by substituting a different period of time for the period for the time being referred to;
- (d) amend section 228(2) by substituting a different period of time for the period for the time being referred to.

### **230 Prohibited conduct: exclusion by landlord**

- (1) If the landlord under an occupation contract believes that a joint contract-holder (“J”) is in breach of section 55 (anti-social behaviour and other prohibited conduct), J’s rights and obligations under the contract may be ended in accordance with this section.
- (2) The landlord must give J a notice—
  - (a) stating that the landlord believes that J is in breach of section 55,
  - (b) specifying particulars of the breach, and
  - (c) stating that the landlord will apply to the court for an order ending J’s rights and obligations under the contract.
- (3) The landlord must give a notice to the other joint contract-holders stating that the landlord—
  - (a) believes that J is in breach of section 55, and
  - (b) will apply to the court for an order ending J’s rights and obligations under the contract.
- (4) The landlord may apply to the court for an order ending J’s rights and obligations under the contract at any time before the end of the period of six months starting with the day on which the landlord gives J the notice under subsection (2).
- (5) The court may make such an order if it would have made an order for possession against J, had the circumstances been those mentioned in subsection (6).
- (6) The circumstances are that—
  - (a) J was the sole contract-holder under the contract, and
  - (b) the landlord had made a possession claim against J on the ground that J was in breach of section 55.
- (7) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.

### *Termination*

### **231 Termination of occupation contract with joint contract-holders**

- (1) If there are joint contract-holders under an occupation contract, the contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.
- (2) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

## CHAPTER 15

### FORFEITURE AND NOTICES TO QUIT NOT AVAILABLE

#### **232 Forfeiture and notices to quit**

- (1) A landlord under an occupation contract may not rely on—
  - (a) any provision in the contract for re-entry or forfeiture, or
  - (b) any enactment (other than this Act or an enactment made under it) or rule of law as to re-entry or forfeiture.
- (2) A landlord under an occupation contract may not serve a notice to quit.
- (3) Accordingly any provision in an occupation contract for re-entry or forfeiture, or relating to a landlord's notice to quit or the circumstances in which such a notice may be served, is of no effect.