

## SCHEDULE 6

### REASONABLENESS OF WITHHOLDING CONSENT ETC.

#### PART 3

##### CIRCUMSTANCES WHICH MAY BE RELEVANT TO REASONABLENESS IN RELATION TO PARTICULAR TRANSACTIONS

###### *Section 49: proposed joint contract-holder*

- 9 (1) This paragraph applies where the contract-holder under the occupation contract seeks the landlord's consent to adding a joint contract-holder under section 49.
- (2) Where this paragraph applies, the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant)—
- (a) whether the proposed joint contract-holder is a suitable contract-holder;
  - (b) whether he or she is a member of the contract-holder's family (see section 250) and, if so, the nature of the relationship;
  - (c) whether the proposed joint contract-holder is likely to become a sole contract-holder in relation to the dwelling;
  - (d) whether he or she is likely, but for being made a joint contract-holder, to succeed to the contract under section 73.
- (3) Circumstances relevant to sub-paragraph (2)(a) may include whether the proposed joint contract-holder—
- (a) is likely to comply with the contract, and
  - (b) has complied with other occupation contracts (whether as contract-holder under those contracts or otherwise).
- (4) Circumstances relevant to sub-paragraph (2)(c) may include—
- (a) whether the landlord would have been able to refuse consent if the contract-holder requested the landlord's consent to a transfer of the contract to the proposed joint contract-holder, and
  - (b) any circumstances that would be relevant if the landlord were considering whether to make a new occupation contract in relation to the dwelling with that person.
- (5) Circumstances relevant to sub-paragraph (2)(d) may include the probable effect of giving consent as regards—
- (a) the persons who may in future be qualified to succeed to the occupation contract, and
  - (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.
- 10 (1) This paragraph applies where the contract-holder under the occupation contract seeks the landlord's consent to adding a joint contract-holder under section 49.
- (2) If the landlord considers that the probable effect of giving consent is to substantially lengthen the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in sub-paragraph (3).

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

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- (3) The condition is that the joint contract-holder is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

*Section 114: transfer to potential successor in relation to a secure contract*

- 11 (1) This paragraph applies if a contract-holder under a secure contract seeks the landlord's consent to a transfer of the contract to a potential successor in accordance with section 114.
- (2) Where this paragraph applies the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant)—
- (a) the probable effect of giving consent as regards the persons who may in future be qualified to succeed to the occupation contract, and
  - (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.
- 12 (1) This paragraph applies if a contract-holder under a secure contract seeks the landlord's consent to a transfer of the contract to a potential successor in accordance with section 114.
- (2) If the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in subparagraph (3).
- (3) The condition is that the potential successor is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

*Section 118: transfer to secure contract-holder in relation to a secure contract with a community landlord*

- 13 (1) This paragraph applies if a contract-holder under a secure contract (“the transferor”) seeks to transfer the contract in accordance with section 118 to a person (“the transferee”) who is a contract-holder under another secure contract.
- (2) Where this paragraph applies, the following circumstances (in addition to those in Part 2) must be taken into account (to the extent that they are relevant)—
- (a) whether the transfer is to be part of a series of transactions and, if it is, all the circumstances relating to the other transactions intended to be part of the series (see also paragraph 14(2)), and
  - (b) whether the transferee is a priority or reserve successor in relation to the secure contract under which he or she is a contract-holder before the transfer (see also paragraph 14(3)).
- 14 (1) This paragraph applies if a contract-holder under a secure contract (“the transferor”) seeks to transfer the contract in accordance with section 118 to a person (“the transferee”) who is a contract-holder under another secure contract.
- (2) If the transfer is to be part of a series of transactions it is reasonable to impose a condition that the transfer may take place only if the other transactions take place.

- (3) If the transferee is a priority or reserve successor in relation to the secure contract under which he or she is a contract-holder before the transfer, it is reasonable to impose a condition requiring that the transferee is to be treated for the purposes of this Act as a successor of that kind in relation to the secure contract transferred to him or her by the transferor.