

Status: This is the original version (as it was originally enacted).

SCHEDULE 1

(introduced by section 3)

NEW SCHEDULE 8A TO THE 2016 ACT

This Schedule sets out the new Schedule 8A to the 2016 Act, to be inserted after Schedule 8—

“SCHEDULE 8A (introduced by sections 174, 174A, 195 and 195A)

STANDARD CONTRACTS WHICH CAN BE TERMINATED ON TWO MONTHS’ NOTICE UNDER SECTION 173 OR A LANDLORD’S BREAK CLAUSE

Prohibited conduct standard contracts

- 1 A prohibited conduct standard contract.

Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2

- 2 A standard contract which would not be an occupation contract but for a notice under paragraph 3 of Schedule 2 (holiday accommodation; care institutions; temporary expedients; shared accommodation).

Accommodation for students in higher education

- 3 (1) A standard contract where—
 - (a) the landlord is a higher education institution, and
 - (b) the right to occupy is conferred for the purpose of enabling the contract-holder to attend a course of study at that institution, or at another higher education institution (whether or not the right to occupy is also conferred for another purpose).
- (2) “Higher education institution” means an institution in the higher education sector (within the meaning of section 91(5) of the [Further and Higher Education Act 1992 \(c. 13\)](#)).

Supported accommodation

- 4 A supported standard contract.

Accommodation for asylum seekers, etc.

- 5 A standard contract made in order to provide accommodation under Part 6 of the [Immigration and Asylum Act 1999 \(c. 33\)](#) (support for asylum seekers, etc.).

Accommodation for homeless persons

- 6 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy

- 7 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.

Service occupancy: police

- 8 A standard contract where—
- (a) the contract-holder is a member of a police force, and
 - (b) the dwelling is provided for the contract-holder free of rent under regulations made under section 50 of the [Police Act 1996 \(c. 16\)](#) (general regulations as to government, administration and conditions of service).

Service occupancy: fire and rescue services

- 9 A standard contract where—
- (a) the contract-holder is an employee of a fire and rescue authority,
 - (b) the contract-holder's contract of employment requires him or her to live in close proximity to a particular fire station, and
 - (c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

Temporary accommodation: land acquired for development

- 10 (1) A standard contract where—
- (a) the land the dwelling is on (including any land occupied together with the dwelling other than agricultural land exceeding 0.809 hectares) is, or is part of, land which has been acquired for development, and
 - (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.
- (2) “Development” has the meaning given by section 55 of the [Town and Country Planning Act 1990 \(c. 8\)](#).

Temporary accommodation: short-term arrangements

- 11 A standard contract where—
- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
 - (b) the terms on which it has been let include provision for the lessor to obtain vacant possession from the landlord at the end of a specified period or when required by the lessor,
 - (c) the lessor is not a community landlord, and
 - (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.

Temporary accommodation: accommodation during works

- 12 (1) A standard contract where—
- (a) the dwelling (the “temporary dwelling”) has been made available for occupation by the contract-holder while works are carried out on the dwelling previously occupied by the contract-holder as a home,

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- (b) the landlord of the temporary dwelling is not the same as the landlord of the dwelling previously occupied by the contract-holder (the “old dwelling”), and
- (c) the contract-holder was not a contract-holder under a secure contract of the old dwelling at the time when the contract-holder ceased to occupy it as a home.

(2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.

(3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under a standard contract if that person was an earlier contract-holder under the same contract.

Power to amend Schedule

13 The Welsh Ministers may by regulations amend this Schedule.”

SCHEDULE 2

(introduced by section 6)

NEW SCHEDULE 9A TO THE 2016 ACT

This Schedule sets out the new Schedule 9A to the 2016 Act, to be inserted (with the new Schedules 9B and 9C) after Schedule 9—

“SCHEDULE 9A

(introduced by sections 176, 186A and 197)

STANDARD CONTRACTS: RESTRICTIONS ON GIVING NOTICE UNDER SECTION 173, UNDER SECTION 186, AND UNDER A LANDLORD’S BREAK CLAUSE

PART 1

THE RESTRICTIONS

Failure to provide written statement

1 A landlord may not give notice at a time when—

- (a) the contract-holder has not been given a written statement of the contract under section 31(1) (requirement to provide written statement at the start of a contract), or
- (b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under section 31(2) (requirement to give written statement to a new contract-holder).

Six month restriction following failure to provide written statement within the period specified in section 31

- 2 A landlord who has failed to comply with section 31(1) or (2) may not give notice during the period of six months starting with the day on which the landlord gave a written statement of the contract to the contract-holder.

Failure to provide information

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

Breach of security and deposit requirements

- 4 (1) A landlord may not give notice at a time when security required by the landlord in connection with the contract in a form not permitted by section 43 has not been returned to the person by whom it was given.
- (2) A landlord may not give a notice at a time when any of sub-paragraphs (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 the contract-holder's behalf) either in full or with such deduction 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) This sub-paragraph applies if 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) This sub-paragraph applies if 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) This sub-paragraph applies if a deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

Prohibited payments and holding deposits under the [Renting Homes \(Fees etc.\) \(Wales\) Act 2019 \(anaw 2\)](#)

- 5 (1) A landlord may not give a notice at a time when—
- (a) a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to the contract as described in section 2 or 3 of that Act, and
 - (b) that prohibited payment has not been repaid.
- (2) A landlord may not give a notice at a time when—
- (a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and
 - (b) the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

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- (3) In determining for the purposes of this paragraph whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following—
- (a) a payment of rent under the contract;
 - (b) a payment required as security in respect of the contract.

Meaning of “notice”

- 6 In this Schedule, “notice” means notice under—
- (a) section 173 (landlord’s notice under a periodic standard contract);
 - (b) section 186 (landlord’s notice in connection with end of fixed term);
 - (c) a landlord’s break clause in a fixed term standard contract.

PART 2

FURTHER PROVISION

Fundamental provision

- 7 (1) Part 1 of this Schedule is a fundamental provision which is incorporated as a term of all—
- (a) periodic standard contracts which incorporate section 173 as a term of the contract,
 - (b) fixed term standard contracts which incorporate section 186 as a term of the contract, and
 - (c) fixed term standard contracts which have a landlord’s break clause.
- (2) Section 20 provides that Part 1 of this Schedule—
- (a) must be incorporated, and
 - (b) must not be incorporated with modifications.

Power to amend Schedule

- 8 The Welsh Ministers may by regulations amend this Schedule.”

SCHEDULE 3

(introduced by section 10)

NEW SCHEDULE 9B TO THE 2016 ACT

This Schedule sets out the new Schedule 9B to the 2016 Act, to be inserted (with the new Schedules 9A and 9C) after Schedule 9—

“SCHEDULE 9B

(introduced by section 186)

FIXED TERM STANDARD CONTRACTS WHICH CAN BE
 TERMINATED BY GIVING NOTICE UNDER SECTION 186

Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2

- 1 A standard contract which would not be an occupation contract but for a notice under paragraph 3 of Schedule 2 (holiday accommodation; care institutions; temporary expedients; shared accommodation).

Supported accommodation

- 2 A supported standard contract.

Accommodation for asylum seekers, etc.

- 3 A standard contract made in order to provide accommodation under Part 6 of the [Immigration and Asylum Act 1999 \(c. 33\)](#) (support for asylum seekers, etc.).

Accommodation for homeless persons

- 4 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy

- 5 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.

Service occupancy: police

- 6 A standard contract where—
- (a) the contract-holder is a member of a police force, and
 - (b) the dwelling is provided for the contract-holder free of rent under regulations made under section 50 of the [Police Act 1996 \(c. 16\)](#) (general regulations as to government, administration and conditions of service).

Service occupancy: fire and rescue services

- 7 A standard contract where—
- (a) the contract-holder is an employee of a fire and rescue authority,
 - (b) the contract-holder’s contract of employment requires him or her to live in close proximity to a particular fire station, and
 - (c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

Temporary accommodation: land acquired for development

- 8 (1) A standard contract where—

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- (a) the land the dwelling is on (including any land occupied together with the dwelling other than agricultural land exceeding 0.809 hectares) is, or is part of, land which has been acquired for development, and
 - (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.
- (2) “Development” has the meaning given by section 55 of the [Town and Country Planning Act 1990 \(c. 8\)](#).

Temporary accommodation: short-term arrangements

- 9 A standard contract where—
- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
 - (b) the terms on which it has been let include provision for the lessor to obtain vacant possession from the landlord at the end of a specified period or when required by the lessor,
 - (c) the lessor is not a community landlord, and
 - (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.

Temporary accommodation: accommodation during works

- 10 (1) A standard contract where—
- (a) the dwelling (the “temporary dwelling”) has been made available for occupation by the contract-holder while works are carried out on the dwelling previously occupied by the contract-holder as a home,
 - (b) the landlord of the temporary dwelling is not the same as the landlord of the dwelling previously occupied by the contract-holder (the “old dwelling”), and
 - (c) the contract-holder was not a contract-holder under a secure contract of the old dwelling at the time when the contract-holder ceased to occupy it as a home.
- (2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.
- (3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under a standard contract if that person was an earlier contract-holder under the same contract.

Power to amend Schedule

- 11 The Welsh Ministers may by regulations amend this Schedule.”

SCHEDULE 4

(introduced by section 11)

NEW SCHEDULE 9C TO THE 2016 ACT

This Schedule sets out the new Schedule 9C to the 2016 Act, to be inserted (with the new Schedules 9A and 9B) after Schedule 9—

“SCHEDULE 9C

(introduced by section 194)

**FIXED TERM STANDARD CONTRACTS WHICH MAY CONTAIN A LANDLORD’S
BREAK CLAUSE EVEN IF MADE FOR A TERM OF LESS THAN TWO YEARS**

Tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2

- 1 A standard contract which would not be an occupation contract but for a notice under paragraph 3 of Schedule 2 (holiday accommodation; care institutions; temporary expedients; shared accommodation).

Supported accommodation

- 2 A supported standard contract.

Accommodation for asylum seekers, etc.

- 3 A standard contract made in order to provide accommodation under Part 6 of the [Immigration and Asylum Act 1999 \(c. 33\)](#) (support for asylum seekers, etc.).

Accommodation for homeless persons

- 4 A standard contract made as described in paragraph 11 or 12 of Schedule 2 (accommodation for homeless persons).

Service occupancy

- 5 A standard contract where the contract-holder is required by his or her contract of employment to occupy the dwelling.

Service occupancy: police

- 6 A standard contract where—
- (a) the contract-holder is a member of a police force, and
 - (b) the dwelling is provided for the contract-holder free of rent under regulations made under section 50 of the [Police Act 1996 \(c. 16\)](#) (general regulations as to government, administration and conditions of service).

Service occupancy: fire and rescue services

- 7 A standard contract where—
- (a) the contract-holder is an employee of a fire and rescue authority,
 - (b) the contract-holder’s contract of employment requires him or her to live in close proximity to a particular fire station, and
 - (c) the dwelling is provided to him or her by the fire and rescue authority in consequence of that requirement.

Temporary accommodation: land acquired for development

- 8 (1) A standard contract where—

- (a) the land the dwelling is on (including any land occupied together with the dwelling other than agricultural land exceeding 0.809 hectares) is, or is part of, land which has been acquired for development, and
 - (b) the dwelling is used by the landlord as temporary housing accommodation pending development of the land.
- (2) “Development” has the meaning given by section 55 of the [Town and Country Planning Act 1990 \(c. 8\)](#).

Temporary accommodation: short-term arrangements

- 9 A standard contract where—
- (a) the dwelling has been let to the landlord with vacant possession for use as temporary housing accommodation,
 - (b) the terms on which it has been let include provision for the lessor to obtain vacant possession from the landlord at the end of a specified period or when required by the lessor,
 - (c) the lessor is not a community landlord, and
 - (d) the landlord has no interest in the dwelling other than under the lease in question or as mortgagor.

Temporary accommodation: accommodation during works

- 10 (1) A standard contract where—
- (a) the dwelling (the “temporary dwelling”) has been made available for occupation by the contract-holder while works are carried out on the dwelling previously occupied by the contract-holder as a home,
 - (b) the landlord of the temporary dwelling is not the same as the landlord of the dwelling previously occupied by the contract-holder (the “old dwelling”), and
 - (c) the contract-holder was not a contract-holder under a secure contract of the old dwelling at the time when the contract-holder ceased to occupy it as a home.
- (2) In this paragraph, references to the contract-holder include references to the contract-holder’s predecessor.
- (3) For the purposes of sub-paragraph (2), a person is a predecessor of a contract-holder under a standard contract if that person was an earlier contract-holder under the same contract.

Power to amend Schedule

- 11 The Welsh Ministers may by regulations amend this Schedule.”

SCHEDULE 5

(introduced by section 14)

MISCELLANEOUS AMENDMENTS TO THE 2016 ACT

Introductory

1 The 2016 Act is amended as follows.

Modification and variation of fundamental provisions

- 2 (1) In section 20 (incorporation and modification of fundamental provisions)—
- (a) in subsection (1), in paragraph (b), omit “in the contract-holder’s opinion,”;
 - (b) in subsection (2), in paragraph (b), omit “in the contract-holder’s opinion”.
- (2) In section 108 (limitation on variation: secure contracts), in subsection (3), in paragraph (a)(ii) omit “in the contract-holder’s opinion”.
- (3) In section 127 (limitation on variation: periodic standard contracts), in subsection (3), in paragraph (a)(ii) omit “in the contract-holder’s opinion”.
- (4) In section 135 (limitation on variation: fixed term standard contracts), in subsection (3), in paragraph (a)(ii) omit “in the contract-holder’s opinion”.

Editorial changes to written statement

3 In section 33 (editorial changes to written statement), in subsection (2) omit the words from “; for example” to the end.

Amendment of references to “the relevant date” in sections 110, 129 and 137

- 4 In subsection (7) of each of—
- (a) section 110 (secure contracts: failure to provide written statement etc.),
 - (b) section 129 (periodic standard contracts: failure to provide written statement etc.), and
 - (c) section 137 (fixed term standard contracts: failure to provide written statement etc.),
- for the words from “references” to the end substitute “, in subsection (3) of both of those sections, for the words from “starting” to the end there were substituted “starting with the day on which the contract was varied””.

Secure tenancies that are housing association tenancies to be capable of becoming occupation contracts

- 5 (1) In section 242 (interpretation of Chapter 3 of Part 10), in the definition of “secure tenancy”, omit the words from “, but it does not include a housing association tenancy” to the end.
- (2) In Schedule 2 (exceptions to section 7), in paragraph 7 (tenancies and licences that are never occupation contracts), omit sub-paragraph (3)(d).

Power to make provision relating to the abolition of assured, secure and other tenancies

- 6 (1) After section 239 (abolition of assured, secure and other tenancies) insert—

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“239A Power to make provision about certain tenancies and licences

- (1) The Welsh Ministers may by regulations amend this Act for the purpose of—
- (a) providing that certain provisions do not apply in relation to a tenancy or licence to which subsection (2) applies;
 - (b) making new provision which only applies to a tenancy or licence to which subsection (2) applies;
 - (c) making provision in relation to the end of the term of a long tenancy (within the meaning of paragraph 8 of Schedule 2).
- (2) This subsection applies to any tenancy or licence which would, but for section 239, have been a tenancy or licence of the kind listed in subsection (1) of that section, or would have been treated as a tenancy or licence of that kind.
- (3) Regulations under this section may make provision about tenancies or licences which are not, and cannot be, occupation contracts.”
- (2) In section 256 (regulations), in subsection (4), after paragraph (g) insert—
- “(ga) section 239A (power to make provision about certain tenancies and licences),”.

Dwellings on border between Wales and England

- 7 In section 246 (meaning of “dwelling”), in subsection (1) omit “wholly”.

Power to amend legislation enacted or made after the 2016 Act received Royal Assent

- 8 In section 255 (power to make consequential etc. provision), in subsection (2) omit the words from “enacted or made” to the end.

Removal of references to accommodation for displaced persons

- 9 (1) In Schedule 3 (occupation contracts made with or adopted by community landlords which may be standard contracts), omit paragraph 5.
- (2) In Schedule 9 (standard contracts to which limits in sections 175, 186(2) and 196 do not apply), omit paragraph 5.

Amendment to Schedule 3: student accommodation

- 10 In Schedule 3 (occupation contracts made with or adopted by community landlords which may be standard contracts), in paragraph 10(1), for “for the purpose of enabling” substitute “for the sole purpose of enabling”.

Minor amendments to the Welsh text

- 11 (1) In section 61 (failure to comply with conditions imposed by head landlord), in the Welsh language text, in subsection (5) for “wedi ei wneud yn” substitute “wedi ei wneud mewn modd nad yw’n”.
- (2) In section 163 (contract-holder’s notice), in the Welsh language text, in subsection (2) for “meddiannaeth” substitute “diogel”.

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- (3) In section 165 (recovery of possession), in the Welsh language text, in subsection (3) for “meddiannaeth” substitute “diogel”.
- (4) In section 236 (form of notices, statements and other documents), in the Welsh language text, in subsection (5) for “wedi ei ddilysu” substitute “ardystiedig”.
- (5) In Schedule 11 (suitable alternative accommodation), in the Welsh language text, in paragraph 3, in sub-paragraph (2)(a), for “diogelwch meddiant iddo” substitute “sicrwydd iddo o ran meddiannaeth”.

SCHEDULE 6

(introduced by section 18)

MINOR AND CONSEQUENTIAL AMENDMENTS

The 2016 Act

- 1 The 2016 Act is amended as follows.
- 2 In section 20 (incorporation and modification of fundamental provisions), in subsection (3)—
 - (a) omit paragraphs (k) to (o), and the “and” which follows paragraph (o);
 - (b) after paragraph (p), insert “, and
 - (q) Part 1 of Schedule 9A (restrictions on giving notice under sections 173 and 186 and under a landlord’s break clause).”
- 3 In section 22 (powers in relation to fundamental provisions), omit subsection (3).
- 4 In section 34 (failure to provide written statement), after subsection (5) insert—

“(6) Paragraphs 1 and 2 of Schedule 9A make provision relating to periodic standard contracts, and fixed term standard contracts which incorporate section 186 or which have a landlord’s break clause, preventing a landlord from giving a notice (under section 173 or 186 or under a landlord’s break clause) requiring a contract-holder to give up possession if the landlord has not provided a written statement of the contract under section 31(1) or (2).”
- 5 In section 37 (incorrect statement: contract-holder’s application to court), in subsection (2), in paragraph (b) for “, 124(2) to (4) or 126(1) to (4)” substitute “or 124(2) to (4)”.
- 6 In section 39 (provision by landlord of information about landlord), for subsection (4) substitute—

“(4) Paragraph 3 of Schedule 9A makes provision relating to periodic standard contracts, and fixed term standard contracts which incorporate section 186 or which have a landlord’s break clause, preventing a landlord from giving a notice (under section 173 or 186 or under a landlord’s break clause) requiring a contract-holder to give up possession if the landlord has not provided a notice required under this section.

(5) Subsections (1) to (3) of this section are fundamental provisions which are incorporated as a term of all occupation contracts.”

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- 7 In section 46 (deposit schemes: further provision), in subsection (2) for the words from “Sections 177 and 198 make” to “giving a notice” substitute “Paragraph 4 of Schedule 9A makes provision relating to periodic standard contracts, and fixed term standard contracts which incorporate section 186 or which have a landlord’s break clause, preventing a landlord from giving a notice (under section 173 or 186 or under a landlord’s break clause)”.
- 8 In section 65 (extended possession order against sub-holder), in subsection (3), in paragraph (a) for the words from “copy” to “that section” substitute “notice in accordance with section 64(2)”.
- 9 In section 122 (variation), in subsection (1), in paragraph (a) for “126” substitute “125”.
- 10 In section 127 (limitation on variation: periodic standard contracts), in subsection (2) —
- (a) in paragraph (b) omit “and section 177 (breach of deposit requirements)”;
 - (b) omit paragraph (i), and the “and” which follows it;
 - (c) after paragraph (j) insert “, and
 - (k) Part 1 of Schedule 9A (restrictions on giving landlord’s notice under sections 173: breach of statutory obligations)”.
- 11 In section 128 (written statement of variation), in subsection (1) for “, 124(2) to (4) or 126(1) to (4)” substitute “or 124(2) to (4)”.
- 12 In section 135 (limitation on variation: fixed term standard contracts)—
- (a) in subsection (2)—
 - (i) omit paragraphs (i) and (j) (but not the “and” which follows paragraph (j));
 - (ii) for paragraph (k) substitute—
 - “(k) Part 1 of Schedule 9A (restrictions on giving notice under section 186 and under a landlord’s break clause: breach of statutory obligations).”;
 - (b) in subsection (6) omit the words from “, but subsection (2)(k)” to ”break clause”.
- 13 In section 147 (overview of Part 9), in table 1, in the right hand column of the entry for Chapter 1, for “section 161” substitute “section 160”.
- 14 In section 150 (possession notices), in subsection (1)—
- (a) after “contract-holder” insert “under any of the following sections”;
 - (b) at the end insert “—
 - (a) section 159 (in relation to a breach of contract by a contract-holder);
 - (b) section 161 (in relation to estate management grounds);
 - (c) section 166, 171 or 192 (in relation to a contract-holder’s notice);
 - (d) section 182 or 188 (in relation to serious rent arrears under a standard contract).”
- 15 In section 175 (restriction on giving notice under section 173 in first four months of occupation), in subsection (4) omit the words from “and section 20” to the end.

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- 16 In section 181 (serious rent arrears), in subsection (1), for “in serious rent arrears” substitute “seriously in arrears with his or her rent”.
- 17 In section 183 (relevance of events under fixed term standard contract to periodic standard contract arising at end of fixed term)—
- (a) in subsection (1)—
 - (i) omit the “or” after paragraph (a);
 - (ii) after paragraph (b) insert “or
 - (c) a notice under a landlord’s break clause,”;
 - (b) for subsection (2) substitute—
 - “(2) Sections 179 and 180—
 - (a) apply to a notice under section 186(1) as they apply to a notice under section 173, and
 - (b) apply to a possession claim made on the ground in section 186(5) in reliance on such a notice as they apply to a possession claim made on the ground in section 178 in reliance on a notice under section 173.”
- 18 In section 196 (restrictions on use of landlord’s break clause in first four months of occupation), in subsection (4) omit the words from “and section 20” to the end.
- 19 In section 204 (possession claims), in subsection (1), in paragraph (a)—
- (a) for “following sections” substitute “following provisions”;
 - (b) omit sub-paragraph (i);
 - (c) in sub-paragraph (vi), for “during first four months” substitute “until after the first six months”;
 - (d) in sub-paragraph (vii), for “176 , 177” substitute “177, 177A”;
 - (e) in sub-paragraph (xii), for “during first four months” substitute “until after the first 18 months”;
 - (f) in sub-paragraph (xiii), omit “197,”;
 - (g) after sub-paragraph (xiv) (and before the “or” that follows it) insert—
 - “(xv) Schedule 9A (restrictions on giving notice under sections 173 and 186 and under a landlord’s break clause: breach of statutory obligations),”.
- 20 In section 253 (index of terms), in table 2, in the right hand column of the entry for “possession notice”, for “section 150” substitute “sections 159, 161, 166, 171, 182, 188 and 192 (and see also section 150)”.
- 21 In section 256 (regulations)—
- (a) in subsection (2) for “an enactment other than a provision of this Act” substitute “any enactment (including a provision of this Act)”;
 - (b) in subsection (4)—
 - (i) after paragraph (d) insert—
 - “(da) section 121 (power to amend Act in relation to power under periodic standard contract to exclude contract-holder from dwelling for specified periods),
 - (db) section 133 (power to amend Act in relation to power under fixed term standard contract

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- to exclude contract-holder from dwelling for specified periods);”;
- (ii) after paragraph (l) insert—
- “(la) paragraph 13 of Schedule 8A (power to amend that Schedule);”
- (c) after paragraph (m) (and before the “and” that follows it) insert—
- “(ma) paragraph 8 of Schedule 9A (power to amend that Schedule),
- (mb) paragraph 11 of Schedule 9B (power to amend that Schedule),
- (mc) paragraph 11 of Schedule 9C (power to amend that Schedule);”.
- 22 (1) Schedule 1 (overview of fundamental provisions incorporated as terms of occupation contracts) is amended as follows.
- (2) In Part 2 (periodic standard contracts), in table 4—
- (a) in the entry for sections 122 to 128, in the third column (notes)—
- (i) for “122(1)(a)” substitute “122(1)(b)”, and
- (ii) omit the words from “Sections 125(1)(b) and 126 are not incorporated” to the end;
- (b) in the entry for sections 173 to 180—
- (i) for the text in the first column (fundamental provision) substitute “Sections 173 to 175 and 177 to 180, and Part 1 of Schedule 9A”;
- (ii) for the text in the third column (notes) substitute “If section 173 is not incorporated, sections 174 to 177A and Schedule 9A do not apply; but if a contract incorporates section 173, Part 1 of Schedule 9A must be incorporated without modification. Section 174A applies instead of section 174 to a contract that is within Schedule 8A, and section 175 does not apply to a contract that is within Schedule 9 (even if section 173 is incorporated).”
- (3) In Part 3 (fixed term standard contracts), in table 5—
- (a) in the entry for section 186, for the text in the third column (notes) substitute “Only applies if contract is within Schedule 9B. If contract incorporates section 186, Part 1 of Schedule 9A must be incorporated without modification.”;
- (b) in the entry for sections 195 to 201—
- (i) for the text in the first column (fundamental provision) substitute “Sections 195, 195A and 196, and 198 to 201, and Part 1 of Schedule 9A”;
- (ii) for the text in the third column (notes) substitute “Only apply if contract has a landlord’s break clause; but if a contract has a landlord’s break clause, Part 1 of Schedule 9A must be incorporated without modification. Section 195A applies instead of section 195 to a contract that is within Schedule 8A, and section 196 does not apply to a contract that is within Schedule 9.”
- 23 In Schedule 3 (occupation contracts made with or adopted by community landlords which may be standard contracts), in paragraph 4, and in the cross-heading which precedes it, after “seekers” insert “, etc.”.

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- 24 In Schedule 4 (introductory standard contracts), in paragraph 3, in sub-paragraph (7) omit the words from “; the power under section 256(2)” to the end.
- 25 (1) Schedule 7 (prohibited conduct standard contracts) is amended as follows.
- (2) In paragraph 2, in sub-paragraph (8) for “during first four months” substitute “until after the first six months”.
- (3) In paragraph 4, in sub-paragraph (7) omit the words from “; the power under section 256(2)” to the end.
- 26 (1) Schedule 9 (standard contracts to which limits in sections 175, 186(2) and 196 do not apply) is amended as follows.
- (2) In paragraph 3 for “standard contract which relates to supported accommodation” substitute “supported standard contract”.
- (3) In paragraph 4, and in the cross-heading which precedes it, after “seekers” insert “, etc.”.
- (4) In the heading—
- (a) omit “, 186(2)”;
- (b) for “(LANDLORD’S NOTICE DURING FIRST SIX MONTHS OF OCCUPATION)” substitute “(WHEN LANDLORD’S NOTICE MAY BE GIVEN)”.
- (5) In the words of introduction omit “, 186”.
- 27 (1) Schedule 12 (conversion of tenancies and licences existing before commencement of Chapter 3 of Part 10 of the 2016 Act) is amended as follows.
- (2) In paragraph 11 (written statement of converted contract), after sub-paragraph (1) insert—
- “(1A) Section 31(2) (provision of written statement to new contract-holder) does not apply in relation to a converted contract during the information provision period.”
- (3) After paragraph 12 (provision of information) insert—
- “12A (1) Schedule 9A (restrictions on giving notice under section 173, under section 186, and under a landlord’s break clause) applies in relation to a converted contract as if—
- (a) paragraph 1 were omitted, and
- (b) for paragraph 2 there were substituted—

“Failure to provide written statement within the specified period

2

If—

- (a) a landlord is required to provide a written statement of the contract under paragraph 11(1) of Schedule 12, or under section 31(2) (where it is not disapplied by paragraph 11(1A) of that Schedule), and
- (b) the landlord has failed to comply with paragraph 11(1) or section 31(2),

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the landlord may not give notice before the end of the period of six months starting with the day on which the landlord gave the written statement to the contract-holder.””

- (4) In paragraph 23 (introductory standard contracts), in sub-paragraph (3) after “as if” insert “—
- (a) in section 174 (landlord’s notice: minimum notice period), the reference in subsection (1) to “six months” were a reference to “two months”,
 - (b) in section 175 (landlord’s notice: notice may not be given until after first six months of occupation), the references in subsections (1) and (2) (and the heading) to “six months” were references to “four months”, and
 - (c)”.
- (5) After paragraph 25 (termination of contract by landlord) insert—
- “25A (1) This paragraph applies to a periodic standard contract which immediately before the appointed day was an assured shorthold tenancy.
- (2) This Act applies as if—
- (a) in section 174 (landlord’s notice: minimum notice period), the reference in subsection (1) to “six months” were a reference to “two months”, and
 - (b) in section 175 (landlord’s notice: notice may not be given until after first six months of occupation), the references in subsections (1) and (2) (and the heading) to “six months” were references to “four months”.”

(6) After paragraph 25A (inserted by sub-paragraph (5)) insert—

“25B (1) This paragraph applies to a fixed term standard contract which—

 - (a) immediately before the appointed day was a tenancy or licence for a fixed term, and
 - (b) is not within Schedule 9B.

(2) The landlord 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.

(3) The specified date may not be less than six months after—

 - (a) the occupation date (see paragraph 31), or
 - (b) if, immediately before the appointed day, the converted contract was a substitute tenancy or licence, the day on which the contract-holder became entitled to occupy the dwelling under the original tenancy or licence.

(4) Subject to sub-paragraph (3), the specified date—

 - (a) may not be before the last day of the term for which the converted contract was made, and
 - (b) may not be less than two months after the day on which the notice is given to the contract-holder.

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- (5) For the purposes of sub-paragraph (3)—
- (a) a converted contract was a substitute tenancy or licence if—
 - (i) the occupation date of the converted contract falls immediately after the end of a preceding tenancy or licence,
 - (ii) immediately before the occupation date of the converted contract a tenant or licensee under the contract was a tenant or licensee under the preceding tenancy or licence, and a landlord under the converted contract was a landlord under the preceding tenancy or licence, and
 - (iii) the converted contract relates to the same (or substantially the same) dwelling as the preceding tenancy or licence, and
 - (b) “original tenancy or licence” means—
 - (i) where the substitute tenancy or licence has an occupation date falling immediately after the end of a tenancy or licence which is not a substitute tenancy or licence, the tenancy or licence which preceded the substitute tenancy or licence;
 - (ii) where there have been successive substitute tenancies or licences, the tenancy or licence which preceded the first of the substitute tenancies or licences.
- (6) If the landlord gives the contract-holder a notice under sub-paragraph (2), the landlord may on that ground make a possession claim.
- (7) The landlord may not make a possession claim on that ground before the end of the fixed term standard contract.
- (8) Sub-paragraphs (2) to (7) are fundamental provisions which are incorporated as a term of all fixed term standard contracts to which this paragraph applies.

- 25C Where paragraph 25B applies, this Act applies as if—
- (a) references to section 186 include a reference to paragraph 25B,
 - (b) references to a notice under section 186(1) include a reference to a notice under paragraph 25B(2), and
 - (c) references to the ground in section 186(5) include a reference to the ground in paragraph 25B(6).”

- (7) After paragraph 25C (inserted by sub-paragraph (6)) insert—
- “25D (1) This paragraph applies to a fixed term standard contract which, immediately before the appointed day, was a tenancy or licence for a fixed term containing a landlord’s break clause.
- (2) This Act applies as if—
- (a) in section 194 (landlord’s break clause)—
 - (i) in subsection (1), the words “which is within subsection (1A)” were omitted, and
 - (ii) subsection (1A) were omitted,

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- (b) in section 195 (minimum notice period), the reference in subsection (1) to “six months” were a reference to “two months”,
- (c) in section 196 (landlord’s notice: notice may not be given until after first 18 months of occupation), the reference in subsection (1) (and the heading) to “18 months” were a reference to “four months”, and
- (d) Schedule 9C were omitted.”

Renting Homes (Fees etc.) (Wales) Act 2019

- 28 (1) The [Renting Homes \(Fees etc.\) \(Wales\) Act 2019 \(anaw 2\)](#) is amended as follows
- (2) In section 6 (application of sections 2 to 5 of that Act to pre-existing requirements and contracts), omit paragraph (b).
 - (3) Omit section 25 (assured tenancies).