



# Renting Homes (Wales) Act 2016

2016 anaw 1

## PART 3 **E+W**

### PROVISIONS APPLYING TO ALL OCCUPATION CONTRACTS

## CHAPTER 8 **E+W**

### DEALING

#### *Rights to deal with occupation contract*

#### 57 **Permissible forms of dealing** **E+W**

- (1) The contract-holder under an occupation contract may not deal with the occupation contract, the dwelling or any part of the dwelling except—
  - (a) in a way permitted by the contract, or
  - (b) in accordance with a family property order (see section 251).
- (2) A joint contract-holder may not deal with his or her rights and obligations under the occupation contract (or with the occupation contract, the dwelling or any part of the dwelling), except—
  - (a) in a way permitted by the contract, or
  - (b) in accordance with a family property order.
- (3) If the contract-holder does anything in breach of subsection (1), or a joint contract-holder does anything in breach of subsection (2)—
  - (a) the transaction is not binding on the landlord, and
  - (b) the contract-holder or joint contract-holder is in breach of the contract (despite the transaction not being binding on the landlord).
- (4) “Dealing” includes—
  - (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;

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- (b) transferring;
- (c) mortgaging or otherwise charging.

(5) This section is a fundamental provision which is incorporated as a term of all occupation contracts.

**Commencement Information**

**II** [S. 57](#) in force at 1.12.2022 by [S.I. 2022/906, art. 2](#)

**58 Dealing and landlord's consent** E+W

- (1) Where a term of an occupation contract permits the contract-holder or a joint contract-holder to deal with anything mentioned in section 57(1) or (2) only with the landlord's consent, what is reasonable for the purposes of section 84 (landlord's consent) is to be determined having regard to Schedule 6.
- (2) Section 19(1) of the Landlord and Tenant Act 1927 (c. 36) (effect of covenants not to assign etc. without consent) does not apply to a tenancy which is an occupation contract.

**Commencement Information**

**I2** [S. 58](#) in force at 1.12.2022 by [S.I. 2022/906, art. 2](#)

*Sub-occupation contracts*

**59 Sub-occupation contracts: interpretation** E+W

- (1) This section applies for the purposes of interpreting this Act.
- (2) A “sub-occupation contract” is an occupation contract—
  - (a) made with a landlord who is the contract-holder under an occupation contract, and
  - (b) which relates to all or part of the dwelling to which that contract relates.
- (3) “Sub-holder” means the contract-holder under the sub-occupation contract.
- (4) “Head landlord” means the landlord under the head contract.

**Commencement Information**

**I3** [S. 59](#) in force at 1.12.2022 by [S.I. 2022/906, art. 2](#)

**60 Sub-occupation contract never takes effect as transfer** E+W

- (1) This section applies if the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract, and the term of the sub-occupation contract ends at the same time as the term of the head contract.

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- (2) The sub-occupation contract takes effect as a sub-occupation contract (and not as a transfer to the sub-holder).

#### Commencement Information

I4 S. 60 in force at 1.12.2022 by S.I. 2022/906, art. 2

### 61 Failure to comply with conditions imposed by head landlord **E+W**

- (1) This section applies if an occupation contract (“the head contract”) permits the contract-holder to enter into a sub-occupation contract with the consent of the head landlord.
- (2) If the head landlord consents subject to conditions (see section 84), before entering into a sub-occupation contract with a person the contract-holder must notify that person of those conditions.
- (3) If the contract-holder does not comply with the requirement in subsection (2) and a sub-occupation contract is entered into, the contract-holder is to be treated as having committed a repudiatory breach of the sub-occupation contract (see section 154).
- (4) If the head landlord consents subject to conditions and a sub-occupation contract is entered into—
- (a) section 32 is to be read in relation to that contract as if it provides (in addition to the other requirements under that section) that the written statement of the sub-occupation contract must set out the conditions imposed by the head landlord, and
  - (b) section 37 is to be read in relation to that contract as if it provides (in addition to the other provisions in that section)—
    - (i) in subsection (1), that the sub-holder can apply to the court for a declaration that the written statement sets out a condition incorrectly or sets out a condition which the head landlord did not impose,
    - (ii) that the head landlord is entitled to be a party to proceedings on the application, and
    - (iii) that the court, if satisfied that either of the grounds in subparagraph (i) is made out, may make a declaration setting out the correct condition or, as the case may be, may declare that the condition is not a condition imposed by the head landlord.
- (5) A sub-occupation contract is not made otherwise than in accordance with the head contract only because—
- (a) the head landlord consents subject to conditions, and
  - (b) the conditions are not complied with.
- (6) In such a case the head landlord may choose to treat the sub-occupation contract as a periodic standard contract having the following characteristics—
- (a) all the fundamental and supplementary provisions applicable to a periodic standard contract are incorporated without modification,
  - (b) any terms of the secure contract or fixed term standard contract which are incompatible with those fundamental or supplementary provisions have no effect, and

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- (c) otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract or fixed term standard contract.
- (7) If the head landlord chooses to treat it as a periodic standard contract under subsection (6), the head landlord must notify the contract-holder and the sub-holder of that choice.
- (8) The head landlord may only give notice under subsection (7) after the sub-occupation contract is made and before the end of the period of two months starting with the day on which the head contract ends.
- (9) If the head landlord gives notice in accordance with subsections (7) and (8), the contract is to be treated as a periodic standard contract with the characteristics mentioned in subsection (6) in any question arising between the sub-holder and any person other than the contract-holder.

#### Commencement Information

**I5** S. 61 in force at 1.12.2022 by S.I. 2022/906, art. 2

## 62 End of head contract **E+W**

- (1) This section applies (subject to subsection (6)) if—
  - (a) the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) the head contract ends after the head contract's occupation date.
- (2) If the sub-occupation contract subsists immediately before the head contract ends—
  - (a) the sub-occupation contract continues (as an occupation contract which is not a sub-occupation contract), and
  - (b) the contract-holder's rights and obligations as landlord under the sub-occupation contract are transferred to the head landlord.
- (3) If the sub-holder asks the head landlord for a further written statement of the contract under section 31(4) (and subsection (5) of this section does not apply), the references to the contract-holder in sections 34(4) and 35(5) (failure to provide statement) include the person who was the contract-holder under the head contract.
- (4) Subsection (5) applies where—
  - (a) a head landlord has given notice in accordance with section 61(7) and (8) in relation to a contract, and
  - (b) the contract continues because of subsection (2)(a) of this section.
- (5) Where this subsection applies, for the purposes of section 31(1) (written statement of contract) the occupation date of the contract is to be treated—
  - (a) if the notice mentioned in section 61(7) is given to the sub-holder before the end of the head contract, as the day on which the head contract ends;
  - (b) if the notice is given to the sub-holder on or after the day on which the head contract ends, as the day on which the notice is given.
- (6) This section does not apply if the head contract is a fixed term standard contract which ends at the end of the fixed term.

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#### Commencement Information

**I6** S. 62 in force at 1.12.2022 by S.I. 2022/906, art. 2

### **63** End of head contract: further provision **E+W**

- (1) Nothing in section 62 affects any right of the head landlord under section 61(6) (power to treat sub-occupation contract as periodic standard contract).
- (2) Nothing in section 62 makes the head landlord liable to the sub-holder in respect of any breach of the sub-occupation contract committed by the contract-holder.
- (3) Nothing in section 62 makes the sub-holder liable to the head landlord in respect of any breach by the sub-holder of the sub-occupation contract that occurred before the head contract ended.
- (4) But the head landlord may be liable to the sub-holder, or the sub-holder to the head landlord, to the extent that any breach of the sub-occupation contract continues after the head contract ends.
- (5) Subsections (3) and (4) do not affect any power conferred on the head landlord by the sub-occupation contract.

#### Commencement Information

**I7** S. 63 in force at 1.12.2022 by S.I. 2022/906, art. 2

### **64** Possession claim against contract-holder where there is a sub-holder **E+W**

- (1) This section applies if—
  - (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) after the sub-occupation contract is entered into, C's landlord gives C a possession notice, or other notice informing C that he or she must give up possession.
- (2) At the same time as giving a notice mentioned in subsection (1)(b) to C, C's landlord must give the sub-holder a notice—
  - (a) stating that C's landlord intends to make a possession claim against C, and
  - (b) specifying the ground on which the claim will be made.

#### Commencement Information

**I8** S. 64 in force at 1.12.2022 by S.I. 2022/906, art. 2

### **65** Extended possession order against sub-holder **E+W**

- (1) This section applies if—
  - (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and

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- (b) after the sub-occupation contract is entered into, C's landlord makes a possession claim against C.
- (2) In the proceedings on the claim against C, C's landlord may apply for an order for possession against the sub-holder (“S”) (an “extended possession order”); but an application under this subsection may be made only if—
  - (a) the requirements set out in subsection (3) have been met, or
  - (b) the court considers it reasonable to dispense with those requirements.
- (3) The requirements are as follows—
  - (a) C's landlord must have given S a [F1 notice in accordance with section 64(2)], and
  - (b) at the same time, C's landlord must have given S notice—
    - (i) of C's landlord's intention to apply for an extended possession order in the proceedings on the claim against C, and
    - (ii) of S's right to be a party to proceedings on the possession claim against C.
- (4) Where C's landlord may apply for an extended possession order against S, S is entitled to be a party to proceedings on the possession claim against C (regardless of whether C's landlord makes an application for an extended possession order in the proceedings).
- (5) The court may consider C's landlord's application for an extended possession order only if it has decided to make an order for possession against C.
- (6) The court may make an extended possession order against S only if, had C made a possession claim against S, the court would have made an order for possession against S.

#### Textual Amendments

**F1** Words in s. 65(3)(a) substituted (7.6.2021) by [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), s. 19(3), [Sch. 6 para. 8](#)

#### Commencement Information

**I9** S. 65 in force at 1.12.2022 by [S.I. 2022/906](#), [art. 2](#)

## 66 Exclusion of contract-holder after abandoning contracts E+W

- (1) This section applies if—
  - (a) a contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
  - (b) the sub-holder (“S”) believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.
- (2) S may act to end the head contract in accordance with this section.
- (3) S must give C a notice—
  - (a) stating that S believes that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract,

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- (b) requiring C to inform S in writing before the end of the warning period if he or she does consider himself or herself to be a party to one or both of those contracts, and
  - (c) informing C that after the warning period the head contract may be ended and his or her rights and obligations under the sub-occupation contract may be transferred to C's landlord.
- (4) S must give a copy of the notice to C's landlord.
- (5) During the warning period, S must make such inquiries as are necessary to satisfy himself or herself that C no longer considers himself or herself to be a party to the head contract and the sub-occupation contract.
- (6) At the end of the warning period S may, if satisfied as described in subsection (5), apply to the court for an order—
- (a) ending the head contract, and
  - (b) that C's rights and obligations as landlord under the sub-occupation contract are to be transferred to C's landlord in accordance with sections 62 and 63.
- (7) The court may not hear S's application under subsection (6) if S has failed to comply with the requirement in subsection (4); but the court may dispense with that requirement if it considers it reasonable to do so.
- (8) C's landlord is entitled to be a party to proceedings on an application made by S under subsection (6).
- (9) If the court is satisfied that C does not consider himself or herself to be a party to the head contract and the sub-occupation contract, it may make the order applied for under subsection (6); and if it does so it must specify the date on which the head contract ends.
- (10) But the court may not make an order under subsection (9) if—
- (a) C's landlord is a party to the proceedings,
  - (b) C's landlord asserts that the court would have made an order for possession against S, had an application for such an order been made by C in a possession claim made by C against S, and
  - (c) the court is satisfied that it would have made an order for possession against S in those circumstances.
- (11) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to C.

#### **Commencement Information**

**I10** S. 66 in force at 1.12.2022 by S.I. 2022/906, art. 2

## **67 Excluded contract-holder's remedies** **E+W**

- (1) This section applies if the court makes an order against C under section 66(9).
- (2) Before the end of the period of six months starting with the day on which the order is made, C may apply to the court on a ground in subsection (3) for an order and declaration under subsection (4)(a).

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- (3) The grounds are—
- (a) that S failed to give C a notice under section 66(3) or failed to make the inquiries required by section 66(5);
  - (b) that C considered himself or herself to be a party to the head contract or the sub-occupation contract or both of them and there is a good reason for his or her failure to respond (or to respond adequately) to the notice under section 66(3);
  - (c) that, when S applied to the court, he or she did not have reasonable grounds for being satisfied that C considered himself or herself not to be a party to the head contract and the sub-occupation contract.
- (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 66(9), and declare that the head contract continues to have effect in relation to the dwelling, and
  - (b) make such further order as it thinks fit.

**Commencement Information**

**I11** S. 67 in force at 1.12.2022 by S.I. 2022/906, art. 2

**68 Power to vary periods of time relating to exclusion after abandonment of contracts** **E+W**

The Welsh Ministers may by regulations—

- (a) amend section 66(11) by substituting a different period for the period for the time being referred to;
- (b) amend section 67(2) by substituting a different period for the period for the time being referred to.

**Commencement Information**

**I12** S. 68 in force at 1.12.2022 by S.I. 2022/906, art. 2

*Transfer*

**69 Form of transfer** **E+W**

- (1) This section applies (subject to subsection (6)) to—
  - (a) a transfer of an occupation contract by the contract-holder;
  - (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract.
- (2) The transfer must be signed or executed by each of the parties to the transfer.
- (3) If the contract requires the landlord's consent to the transfer, the transfer must also be signed or executed by the landlord.
- (4) But subsection (3) does not apply if the landlord is treated as having consented under section 84(6), (8) or (10).



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- (5) A transfer to which this section applies is of no effect if it does not comply with subsection (2) and, if it applies, subsection (3).
- (6) This section does not apply to a transfer in accordance with a term included in the contract under section 139 or 142 (certain transfers of fixed term standard contracts).

#### Commencement Information

I13 S. 69 in force at 1.12.2022 by S.I. 2022/906, art. 2

### 70 Effect of authorised transfer **E+W**

- (1) If an occupation contract is transferred by the contract-holder to a person (“P”) in accordance with the contract and section 69, on the transfer date—
  - (a) P becomes entitled to all the rights and subject to all the obligations of the contract-holder under the contract, and
  - (b) the contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (2) If a joint contract-holder's rights and obligations under an occupation contract are transferred to a person (“P”) in accordance with the contract and section 69, on the transfer date—
  - (a) P becomes entitled to all the rights and subject to all the obligations of the joint contract-holder under the contract, and
  - (b) the joint contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (3) Subsection (2)(a) is subject to any term included in the contract because of section 141(3) or 142(3) (fixed term standard contracts: transfers of joint contract-holder's interest).
- (4) Nothing in subsection (1)(b) or (2)(b) removes any right or waives any liability accruing before the transfer date.
- (5) The transfer date is the day agreed by the contract-holder and P as the day on which the transfer takes effect.

#### Commencement Information

I14 S. 70 in force at 1.12.2022 by S.I. 2022/906, art. 2

### 71 Effect of unauthorised transfer **E+W**

- (1) This section applies to—
  - (a) a transfer of an occupation contract by the contract-holder to a person (“P”) which is not in accordance with the contract, and
  - (b) a transfer by a joint contract-holder of his or her rights and obligations under an occupation contract to a person (“P”) which is not in accordance with the contract.

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- (2) If the landlord accepts payments from P in respect of P's occupation of the dwelling, at a time when the landlord (or in the case of joint landlords, any one of them)—
- (a) knows that the transfer was not made in accordance with the contract, or
  - (b) ought reasonably to know that the transfer was not made in accordance with the contract,
- the transfer becomes binding on the landlord on the day immediately after the last day of the relevant period.
- (3) Section 70 applies as if—
- (a) the transfer was made in accordance with the contract and section 69, and
  - (b) the transfer date was the day immediately after the last day of the relevant period.
- (4) The relevant period is the period of two months starting with the day on which payments are first accepted as described in subsection (2).
- (5) Subsections (2) and (3) do not apply if before the end of the relevant period the landlord—
- (a) takes steps to end the occupation contract, or
  - (b) brings proceedings to evict P as a trespasser or otherwise shows an intention to treat P as a trespasser.
- (6) References in this section to a transfer include a purported transfer which does not comply with section 69.

**Commencement Information**

**I15** S. 71 in force at 1.12.2022 by S.I. 2022/906, art. 2

**72 Deeds and covenants** E+W

- (1) This section applies in relation to occupation contracts which are tenancies.
- (2) Section 52 of the Law of Property Act 1925 (c. 20) (land must be conveyed by deed) does not apply to a transfer of the contract.
- (3) The Landlord and Tenant (Covenants) Act 1995 (c. 30) does not apply to—
- (a) a transfer by a contract-holder of any of the things mentioned in section 57(1), or by a joint contract-holder of any of the things mentioned in section 57(2), or
  - (b) a transfer which under section 28(6)(b) of that Act would be treated as an assignment of the premises.

**Commencement Information**

**I16** S. 72 in force at 1.12.2022 by S.I. 2022/906, art. 2

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## Succession

### 73 Succession on death **E+W**

- (1) This section applies on the death of the sole contract-holder under an occupation contract (subject to section 139(2), which concerns fixed term standard contracts containing certain provision about transfer on the death of a sole contract-holder).
- (2) If one person is qualified to succeed the contract-holder that person succeeds to the contract.
- (3) If more than one person is qualified to succeed the contract-holder, the person identified in accordance with section 78 succeeds to the contract.

#### Commencement Information

**I17** S. 73 in force at 1.12.2022 by S.I. 2022/906, art. 2

### 74 Persons qualified to succeed **E+W**

- (1) A person is qualified to succeed the contract-holder if that person—
  - (a) is a priority successor of the contract-holder or a reserve successor of the contract-holder, and
  - (b) is not excluded by subsection (3) or (4).
- (2) But if the contract-holder was a reserve successor in relation to the occupation contract, no person is qualified to succeed him or her.
- (3) A person is excluded if he or she has not reached the age of 18 at the time of the contract-holder's death.
- (4) A person is excluded if at any time in the period of 12 months ending with the contract-holder's death he or she occupied the dwelling or part of it under a sub-occupation contract.
- (5) A person is not excluded by subsection (4) if—
  - (a) he or she is a priority successor of the contract-holder, or he or she is a reserve successor of the contract-holder who meets the family member condition in section 76(2) because of section 250(1)(a) or (b) (spouses, civil partners etc.), and
  - (b) the sub-occupation contract under which he or she occupied the dwelling or part of it ended before the contract-holder's death.

#### Commencement Information

**I18** S. 74 in force at 1.12.2022 by S.I. 2022/906, art. 2

### 75 Priority successor **E+W**

- (1) A person is a priority successor of the contract-holder if—
  - (a) he or she—
    - (i) is the spouse or civil partner of the contract-holder, or

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- (ii) lives together with the contract-holder as if they were spouses or civil partners, and
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death.
- (2) But no person is a priority successor of the contract-holder if the contract-holder was a priority successor in relation to the occupation contract.

**Commencement Information**

**I19** S. 75 in force at 1.12.2022 by S.I. 2022/906, art. 2

**76 Reserve successor: family member** E+W

- (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and—
- (a) he or she meets the family member condition,
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
  - (c) if he or she meets the family member condition because of section 250(1)(c) (family members other than spouses, civil partners etc.), he or she also meets the basic residence condition.
- (2) A person meets the family member condition if he or she is a member of the contract-holder's family.
- (3) A person meets the basic residence condition if throughout the period of 12 months ending with the contract-holder's death—
- (a) he or she occupied the dwelling, or
  - (b) he or she lived with the contract-holder.
- (4) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsections (2) and (3)(b) to the contract-holder include the person the contract-holder succeeded.

**Commencement Information**

**I20** S. 76 in force at 1.12.2022 by S.I. 2022/906, art. 2

**77 Reserve successor: carer** E+W

- (1) A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and—
- (a) he or she meets the carer condition,
  - (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
  - (c) he or she meets the carer residence condition.
- (2) A person meets the carer condition if at any time in the period of 12 months ending with the contract-holder's death he or she was a carer in relation to—
- (a) the contract-holder, or

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- (b) a member of the contract-holder's family who, at the time the care was provided, lived with the contract-holder.
- (3) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsection (2) to the contract-holder include the person the contract-holder succeeded.
- (4) A person meets the carer residence condition if—
  - (a) he or she meets the basic residence condition, as set out in section 76(3) and (4), and
  - (b) at the time of the contract-holder's death there was no other dwelling which the person was entitled to occupy as a home.
- (5) “Carer” means a person who—
  - (a) provides or intends to provide a substantial amount of care for another person on a regular basis, and
  - (b) does not provide or will not provide that care because of a contract of employment or other contract with any person.
- (6) A person does not provide care because of a contract merely because he or she is given board or lodging or because he or she may become qualified to succeed as a reserve successor.

#### Commencement Information

**I21** S. 77 in force at 1.12.2022 by S.I. 2022/906, art. 2

## 78 More than one qualified successor **E+W**

- (1) This section applies where there is more than one person who is qualified to succeed the contract-holder.
- (2) If one of the persons is a priority successor, the priority successor succeeds to the contract.
- (3) If two or more of the persons are priority successors, the person who succeeds to the contract is (or the persons who succeed to the contract are)—
  - (a) the priority successor (or successors) selected by agreement between the priority successors, or
  - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (4) If all the persons are reserve successors, the person who succeeds to the contract is (or the persons who succeed to the contract are)—
  - (a) the person (or persons) selected by agreement between the reserve successors, or
  - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (5) Where the landlord makes a selection under subsection (3)(b), a priority successor who is not selected may appeal to the court against the landlord's selection.

*Status: Point in time view as at 01/12/2022.*

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- (6) Where the landlord makes a selection under subsection (4)(b), a reserve successor who is not selected may appeal to the court against the landlord's selection.
- (7) An appeal under subsection (5) or (6) must be brought before the end of the period of four weeks starting with the day on which the landlord notifies the person that he or she has not been selected.
- (8) The court must determine the appeal on the merits (and not by way of review).

**Commencement Information**

**I22** S. 78 in force at 1.12.2022 by S.I. 2022/906, art. 2

**79 Effect of succession** E+W

- (1) A person who succeeds to an occupation contract under section 73(2) or sections 73(3) and 78(2) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 73(3) and 78(3) or (4) becomes a contract-holder (or become contract-holders) on the later of—
  - (a) the relevant date, and
  - (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(5) or (6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of—
  - (a) the relevant date, and
  - (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which the contract would have ended under section 155 if no one had been qualified to succeed to the contract.
- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors—
  - (a) are not to be treated as trespassers in relation to the dwelling, and
  - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) “The relevant successors” are the persons who—
  - (a) are qualified to succeed the contract-holder who died, and
  - (b) are living in the dwelling.

**Commencement Information**

**I23** S. 79 in force at 1.12.2022 by S.I. 2022/906, art. 2

**80 Substitute succession on early termination** E+W

- (1) This section applies where—

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- (a) a person (“S”) succeeds to an occupation contract under section 78(2) (priority successors),
  - (b) before the end of the period of six months starting with the death of the preceding contract-holder, S gives notice under a contract-holder's notice provision that he or she intends to end the contract or agrees with the landlord that the contract should end, and
  - (c) apart from this section, the contract would end in accordance with the contract-holder's notice provision or the agreement.
- (2) The contract does not end if one or more persons are qualified to succeed the preceding contract-holder.
  - (3) If one person is qualified to succeed the preceding contract-holder, that person succeeds to the contract.
  - (4) If more than one person is qualified to succeed the preceding contract-holder, the person identified in accordance with section 78(4) succeeds to the contract.
  - (5) Whether there is a person qualified to succeed the preceding contract-holder is to be determined by applying section 74 in relation to the preceding contract-holder; but S is to be treated as not qualified to succeed the preceding contract-holder.
  - (6) In this section—
    - “the preceding contract-holder” (“*y deiliad contract blaenorol*”) is the contract-holder as a result of whose death S succeeded to the contract, and
    - “contract-holder's notice provision” (“*darpariaeth hysbysiad deiliad y contract*”) means section 163 or 168 (contract-holder's notice to end secure contract or periodic standard contract) or a contract-holder's break clause (under a fixed term standard contract).

#### Commencement Information

I24 S. 80 in force at 1.12.2022 by S.I. 2022/906, art. 2

## 81 Effect of substitute succession **E+W**

- (1) A person who succeeds to an occupation contract under section 80(3) becomes the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 80(4) and 78(4) becomes a contract-holder (or become contract-holders) under the contract on the later of—
  - (a) the relevant date, and
  - (b) the day agreement is reached or the landlord makes a selection.
- (3) A person who succeeds (or persons who succeed) to an occupation contract after an appeal under section 78(6) against the landlord's selection becomes a contract-holder (or become contract-holders) on the later of—
  - (a) the relevant date, and
  - (b) the day on which the appeal is finally determined.
- (4) The relevant date is the day on which, but for section 80(2), the contract would have ended.

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- (5) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2) or (3), the relevant successors—
- (a) are not to be treated as trespassers in relation to the dwelling, and
  - (b) for the purposes of any liability under the contract are to be treated as if they were joint contract-holders under the contract.
- (6) “The relevant successors” are the persons who—
- (a) are qualified to succeed the contract-holder who died (and as a result of whose death the succession under section 78(2)) occurred), and
  - (b) are living in the dwelling.

**Commencement Information**

**I25** S. 81 in force at 1.12.2022 by S.I. 2022/906, art. 2

**82 Notice of rights under section 80 E+W**

- (1) This section applies where the landlord under an occupation contract—
- (a) receives notice under a contract-holder's notice provision, or
  - (b) agrees with the contract-holder to end the contract,
- in the circumstances mentioned in section 80(1)(a) and (b).
- (2) The landlord must, before the end of the period of 14 days starting with the day on which the landlord receives S's notice or (as the case may be) the day on which the agreement is made, give a notice to—
- (a) the occupiers of the dwelling (other than S), and
  - (b) any potential successors not occupying the dwelling whose address is known to the landlord (or in the case of joint landlords, any one of them).
- (3) A potential successor is a person qualified to succeed the preceding contract-holder under section 80.
- (4) The notice must—
- (a) state that S has given notice that he or she intends to end the contract or that S and the landlord have agreed to end the contract, and
  - (b) explain the effect of section 80.

**Commencement Information**

**I26** S. 82 in force at 1.12.2022 by S.I. 2022/906, art. 2

**83 Succession: interpretation E+W**

- (1) This section applies for the purposes of interpreting this Act.
- (2) A contract-holder is a priority or reserve successor in relation to an occupation contract if he or she succeeded to the contract as a priority or reserve successor of the contract-holder in relation to that occupation contract who died.



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- (3) If a contract-holder is a priority or reserve successor in relation to a fixed term standard contract, he or she is also a priority or reserve successor in relation to—
  - (a) any periodic standard contract which arises under section 184(2) at the end of the fixed term, and
  - (b) unless the contract provides otherwise, any contract under section 184(6).
- (4) If a contract-holder is a priority or reserve successor in relation to an occupation contract which is ended under section 220 (abandonment), he or she is also a priority or reserve successor in relation to any occupation contract under which he or she becomes the contract-holder as a result of an order under section 222(3)(b) (provision of suitable alternative accommodation on appeal).
- (5) A contract-holder to whom an occupation contract is transferred by, or in accordance with, a family property order is a priority or reserve successor in relation to the contract if the person from whom the contract was transferred was such a successor.
- (6) A contract-holder is a priority or reserve successor in relation to an occupation contract if his or her being treated as a priority or reserve successor was a condition of consent to a transaction relating to the contract.
- (7) Subsection (8) applies if, before the end of the period of six months starting with the day on which a secure contract (“the first contract”) ends—
  - (a) the contract-holder under the first contract becomes a contract-holder under another secure contract (“the second contract”), and
  - (b) either the dwelling or the landlord are the same under the second contract as under the first contract.
- (8) If the contract-holder was a priority or reserve successor in relation to the first contract he or she is also such a successor in relation to the second contract, unless the second contract provides otherwise.

**Commencement Information**

**I27** S. 83 in force at 1.12.2022 by S.I. 2022/906, art. 2

**Status:**

Point in time view as at 01/12/2022.

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