		VALID FROM 07/06/2021
		VALID FROM 01/12/2022
	SCHEDULE 1 FUNDAMENTAL PROV	(introduced by section 4)
INCORPORATED AS TE		
		VALID FROM 05/08/2016
	SCHEDULE 2	(introduced by section 7)
EXCEPT	FIONS TO SECTION 7	
OCCUPATION CONTRA COMMUNITY LANDLORDS		
		VALID FROM 01/12/2022
	SCHEDULE 4 RY STANDARD CONTR	(introduced by section 16)
In	troductory period	
1 (1) The introductory period, in restandard contract because the because it is within paragraph	elation to an occupation of the first exception in sect h 3 of Schedule 3, is—	

Status: Point in time view as at 19/01/2016. Changes to legislation: Renting Homes (Wales) Act 2016 is up to date with all changes known to be in force on or before 05 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) (b) if there is an extension under paragraph 3, the period of 18 months starting with the introduction date of the contract. (2) Sub-paragraph (3) applies instead of sub-paragraph (1) if, at the end of what would be the introductory period under sub-paragraph (1) a possession claim made by the landlord in respect of the dwelling has (a) not been concluded, or the landlord has given the contract-holder a possession notice or a notice (b) under section 173 (landlord's notice to end contract), and the period before the end of which the landlord may make a possession claim has not ended. (3) Where this sub-paragraph applies, the introductory period is the period starting with the introduction date of the contract and endingwhen a relevant event occurs, or (a) if no relevant event occurs, immediately after the contract ends. (b) (4) In a case within sub-paragraph (2)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder. (5) In a case within sub-paragraph (2)(b) each of the following is a relevant event withdrawal of the notice; (a) the period ending without a possession claim having been made; (b) (c) conclusion in favour of the contract-holder of a possession claim made in reliance on the notice. (6) If a private landlord becomes the landlord under the contract before the time at which the introductory period would end apart from this sub-paragraph, the introductory period ends. (7) The introduction date of an occupation contract is (subject to paragraph 2) the occupation date of the contract, or (a) if the contract became a periodic standard contract because the first (b) exception in section 12 applied and because it was within paragraph 3 of Schedule 3 on a community landlord becoming the landlord under the contract, the day the community landlord became the landlord.

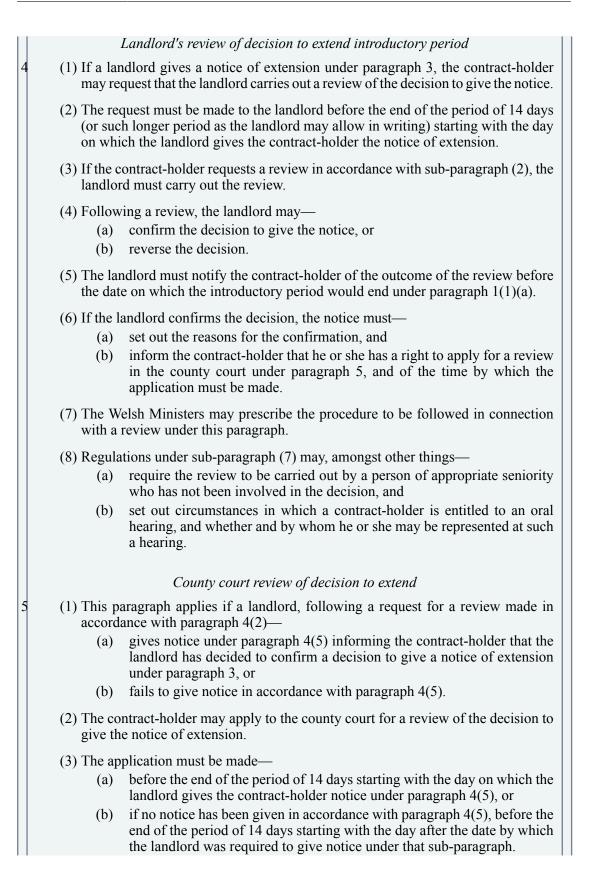
Meaning of introduction date where there are previous introductory standard contracts

- (1) This paragraph applies in relation to an occupation contract which is a periodic standard contract because the first exception in section 11 or 12 applies and because it is within paragraph 3 of Schedule 3 if—
 - (a) a contract-holder under the contract ("the current contract") was previously a contract-holder under one or more introductory standard contracts ("previous contracts"), and
 - (b) the current contract is the immediate successor of a previous contract.
- (2) If there is a sole contract-holder and one previous contract, the introduction date of the current contract is the introduction date of the previous contract.

(3) If there is a sole contract-holder and two or more previous contracts running in immediate succession, the introduction date of the current contract is the introduction date of the first of those contracts.

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	If there are joint contract-holders, the introduction date of the contract is determined by—
	(a) identifying, in relation to each joint contract-holder, what the introduction date would be under sub-paragraphs (2) and (3) if he or she were the sole contract-holder, and
	(b) taking the earliest of those dates.
	Sub-paragraph (6) applies if the introductory period of a previous contract with the same introduction date as the current contract was extended under paragraph 3.
	Where this sub-paragraph applies, the introductory period of the current contract is the period of 18 months starting with the introduction date of the current contract.
	An occupation contract ("contract 2") is the immediate successor of another contract ("contract 1") if contract 1 ends immediately before the occupation date of contract 2.
	Extending the introductory period
	The landlord may extend the introductory period to the period of 18 months starting with the introduction date of the contract by giving the contract-holder a notice of extension.
	The notice of extension must be given to the contract-holder at least eight weeks before the day on which the introductory period would end under paragraph $1(1)$ (a).
	The notice of extension must state that the landlord has decided to extend the introductory period, and set out the reasons for that decision.
	The notice of extension must also inform the contract-holder that he or she has a right to request a review under paragraph 4 of the landlord's decision to extend the introductory period, and of the time by which the request must be made.
	In making the decision to extend the introductory period, the landlord may take into account—
	 (a) the conduct of the contract-holder (or, if there are joint contract-holders, the conduct of any of them), and
	(b) the conduct of any person who appears to the landlord to live in the dwelling.
	A landlord may take a person's conduct into account under sub-paragraph (5)(b) whether or not the person lives continuously in the dwelling, and whatever the capacity in which the person lives in the dwelling.
	The Welsh Ministers may by regulations amend sub-paragraph (2) for the purpose of changing when a notice of extension must be given to a contract-holder ^{F12}
Textua F12	al Amendments Words in Sch. 4 para. 3(7) omitted (7.6.2021) by virtue of Renting Homes (Amendment) (Wales) Act 2021 (asc 3), s. 19(3), Sch. 6 para. 24



	(4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (3), but only if it is satisfied—
	(a) where permission is sought before the end of that period, that there is a good reason for the contract-holder to be unable to make the application in time, or
	(b) where permission is sought after that time, that there is a good reason for the contract-holder's failure to make the application in time and for any delay in applying for permission.
	(5) The county court may confirm or quash the decision to give the notice of extension.
	(6) 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.
	(7) If the county court quashes the decision—
	 (a) the notice of extension is of no effect, and (b) the county court may make any order the High Court could make when making a quashing order on an application for judicial review.
	(8) If the county court quashes the decision and the landlord gives the contract-holder a further notice of extension under paragraph 3 before the end of the post-review period—
	(a) the notice has effect as if given in accordance with paragraph 3(2) (other than for the purposes of paragraph 4(2)), and
	(b) paragraph 4(5) is to be read as if it requires the landlord to notify the contract-holder of the outcome of a review under that paragraph before the end of the period of 14 days starting with the day on which the contract-holder requested the review.
	(9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.
	Written statement may address secure contract arising at end of introductory standard contract
6	(1) Sub-paragraph (2) applies if, before the end of the introductory period, the landlord and the contract-holder have agreed (subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions) what the terms of the secure contract that may arise at the end of the introductory period are to be.
	(2) A written statement of the introductory standard contract may set out the terms of the secure contract by—
	(a) identifying the terms of the introductory standard contract that will not be terms of the secure contract, and setting out the terms that will apply only to the secure contract, or
	(b) separately setting out all of the terms of the secure contract.
	(3) Where a written statement of an introductory standard contract addresses the secure contract in accordance with sub-paragraph (2) (a "relevant written statement")—

	(a) the relevant written statement is not incorrect (see section 37) merely because it addresses the secure 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 secure contract, and
	(c) the terms of the secure contract may not be enforced against the contract- holder before the occupation date of that contract (and accordingly, section 42 does not apply).
	(4) If the occupation date of a secure contract addressed in a relevant written statement changes because the landlord has extended the introductory period in accordance with paragraph 3, the relevant written statement is not incorrect merely because it does not set out the new occupation date.
/	(1) A secure contract addressed in a relevant written statement may be varied by agreement between the landlord and the contract-holder before the occupation date of the secure contract, subject to sub-paragraphs (2) to (5).
	(2) Section 108(1) to (5) (limit on variation) applies in relation to such a variation.
	(3) Sections 109(1) to (3) and 110 (written statement of variation) apply in relation to such a variation.
	(4) Section 104(1) to (3) or (as the case may be) section 105(1)(b) and (2) to (4) applies in relation to a variation of the rent or other consideration which is to be payable under the secure contract.
	(5) Sections 104(3)(a) and 105(4)(a), as applied by sub-paragraph (4), are to be read as if for "any date" there were substituted " the occupation date of the secure contract, or a later date ".
	 (6) This paragraph is a fundamental provision which is incorporated as a term of all introductory standard contracts where the written statement of the contract is a relevant written statement; section 20 provides that this paragraph— (a) must be incorporated, and
	(b) must not be incorporated with modifications.
	Terms of secure contract which was an introductory standard contract
3	(1) This paragraph applies where an introductory standard contract ends and is replaced with a secure contract because the introductory period has ended, and the landlord has not addressed the secure contract in the written statement of the introductory standard contract in accordance with paragraph 6(2).
	(2) If the landlord and the contract-holder have agreed what the terms of the secure contract are to be in that event, the terms of the contract are the terms agreed.
	(3) Sub-paragraph (2) is subject to the provisions of this Act as to the incorporation of fundamental and supplementary provisions.
	 (4) If the landlord and the contract-holder have not agreed what the terms of the secure contract are to be in that event— (a) the fundamental and supplementary provisions applicable to secure contracts made with the landlord are incorporated as terms of the contract without modification,

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- (b) any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
- (c) otherwise, the terms of the secure contract are the same as the terms of the introductory standard contract.

Landlord's duty to give address at start of contract does not apply in relation to secure contract

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 secure contract which replaces an introductory standard contract.

VALID FROM 01/12/2022

SCHEDULE 5

(introduced by section 46)

DEPOSIT SCHEMES: FURTHER PROVISION

Deposit schemes

- (1) The Welsh Ministers must make arrangements for securing that one or more deposit schemes are available.
- (2) "Deposit scheme" means a scheme for the purpose of-
 - (a) safeguarding deposits paid in connection with occupation contracts, and
 - (b) facilitating the resolution of disputes arising in connection with such deposits.
- (3) "Arrangements" means arrangements with any person ("the scheme administrator") under which the scheme administrator undertakes to establish and maintain a deposit scheme of a description specified in the arrangements.
- (4) The arrangements must require the scheme administrator to give the Welsh Ministers such information, and such facilities for obtaining information, as the Welsh Ministers may require.
- (5) The Welsh Ministers may—
 - (a) give financial assistance to the scheme administrator;
 - (b) make other payments to the scheme administrator in pursuance of the arrangements;
 - (c) guarantee the discharge of any financial obligation incurred by the scheme administrator in connection with the arrangements.
- (6) The Welsh Ministers may make regulations conferring powers and imposing duties on scheme administrators.

Authorised deposit schemes: proceedings where the occupation contract has not ended

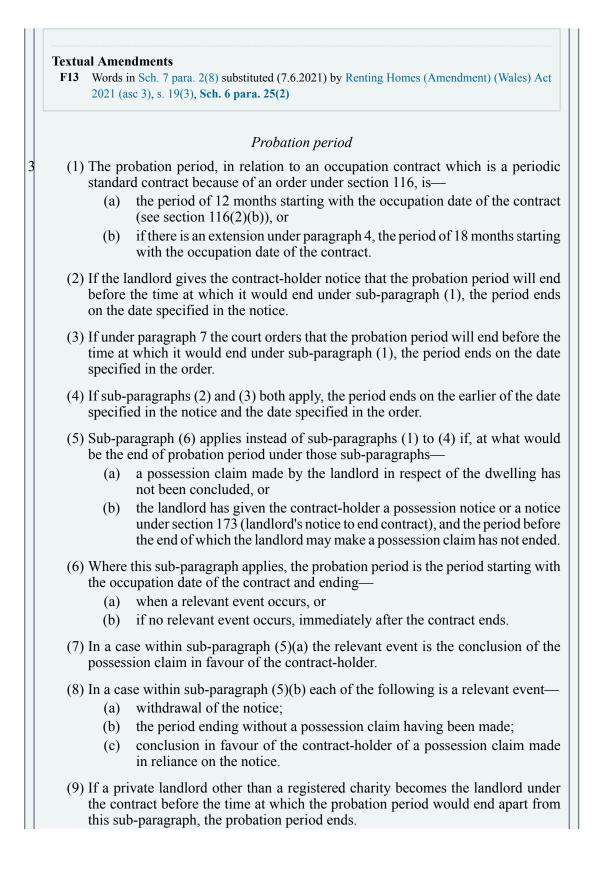
(1) Where a deposit has been paid in connection with an occupation contract that has not ended, the contract-holder (or any person who has paid the deposit on his or

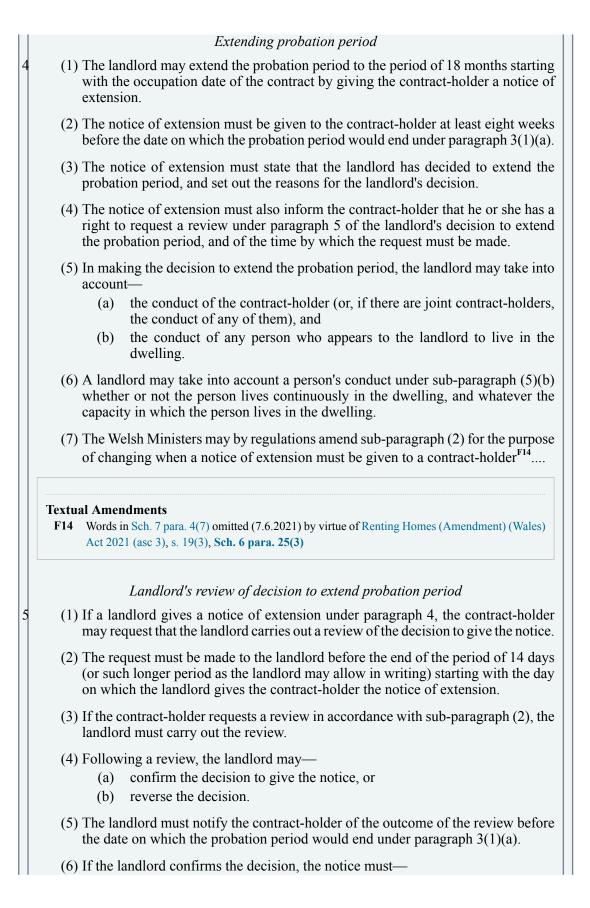
	her behalf) may make an application to the county court on any of the following grounds.
	(2) The first ground is that the landlord has not complied with section 45(2)(a) (initial requirements of an authorised deposit scheme).
	(3) The second ground is that the landlord has not complied with section 45(2)(b) (provision of required information).
	 (4) The third ground is that the applicant— (a) has been notified by the landlord that a particular authorised deposit scheme applies to the deposit, but (b) has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme.
	 (5) The county court must act as follows if— (a) in the case of an application on the first or second ground, it is satisfied that the ground is made out, or (b) in the case of an application on the third ground, it is not satisfied that the deposit is being held in accordance with an authorised deposit scheme.
	 (6) The county court must either— (a) order the person who appears to be holding the deposit to repay the deposit to the applicant before the end of the relevant period, or
	 (b) order the person who appears to be holding the deposit to pay the deposit, before the end of the relevant period, to the scheme administrator of a custodial deposit scheme (if such a scheme is in force in accordance with arrangements under paragraph 1) to be held in accordance with the scheme.
	(7) The county court must also order the landlord to pay to the applicant, before the end of the relevant period, a sum of money not less than the amount of the deposit and not more than three times the amount of the deposit.
	(8) The relevant period is the period of 14 days beginning with the date of the order.
	(9) For the purposes of this paragraph, a custodial deposit scheme is a deposit scheme (within the meaning of paragraph 1(2)) under which deposits are paid to the scheme administrator by the landlord and held by the scheme administrator until, in accordance with the scheme, they fall to be paid to the landlord or contract- holder (or any person who paid the deposit on the contract-holder's behalf).
	Authorised deposit schemes: proceedings where the occupation contract has ended
3	(1) Where a deposit has been paid in connection with an occupation contract that has ended, the person who was the contract-holder under the contract (or any person who paid the deposit on his or her behalf) may make an application to the county court on any of the following grounds.
	(2) The first ground is that the landlord did not comply with section 45(2)(a) (initial requirements of an authorised deposit scheme).
	(3) The second ground is that the landlord did not comply with section 45(2)(b) (provision of required information).

(4) The th (a)	ird ground is that the applicant— was notified by the landlord that a particular authorised deposit scheme
()	applied to the deposit, but
(b)	has been unable to obtain confirmation from the scheme administrator that the deposit is being held in accordance with the scheme.
(5) If the a	county court—
(a)	in the case of an application on the first or second ground, is satisfied that the ground is made out, or
(b)	in the case of an application on the third ground, is not satisfied that the deposit is being held in accordance with an authorised deposit scheme,
	order the person who appears to be holding the deposit to repay all or part deposit to the applicant before the end of the relevant period.
an orde before	-paragraph (5)(a) or (b) applies, the county court (whether or not it makes er under that sub-paragraph) must order the landlord to pay to the applicant, the end of the relevant period, a sum of money not less than the amount of posit and not more than three times the amount of the deposit.
(7) The re	levant period is the period of 14 days beginning with the date of the order.
	Existing deposit used in connection with a renewed
	or other kind of substitute occupation contract
(1) This p	aragraph applies where—
(a)	a contract-holder paid a deposit in connection with an occupation contract ("the original contract"),
(b)	
	(i) dealt with it in accordance with an authorised deposit scheme,
	(ii) complied with the initial requirements of the scheme, and
	(iii) provided the information required by section 45(2)(b),
(c)	the original contract is replaced with a substitute occupation contract, and
(d)	the deposit that was paid in connection with the original contract continues to be held—
	(i) in connection with the substitute occupation contract, and
	(ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in paragraph (b)(ii) and (iii) were last complied with in respect of it.
(2) This p	aragraph also applies where—
(a)	a substitute occupation contract is replaced with a new substitute occupation contract, and
	occupation contract, and
(b)	the deposit that was paid in connection with the original contract continues to be held—
(b)	the deposit that was paid in connection with the original contract

	(3) The landlord is to be treated as having complied with the requirements in section 45 in relation to the deposit held in connection with the substitute occupation contract.
	 (4) For the purposes of this paragraph, an occupation contract is replaced with a substitute occupation contract if— (a) the occupation date of the substitute occupation contract falls immediately after the end of the preceding occupation contract, (b) the landlord and contract-holder under the substitute occupation contract are the same as under the preceding contract, and (c) the substitute occupation contract relates to the same (or substantially the same) dwelling as the preceding contract.
	Power to amend Schedule
5	The Welsh Ministers may by regulations amend this Schedule.
l	
	VALID FROM 01/12/2022
	SCHEDULE 6 (introduced by sections 50, 58, 115 and 119)
	REASONABLENESS OF WITHHOLDING CONSENT ETC.
	·····
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	VALID FROM 01/12/2022
	SCHEDULE 7 (introduced by sections 116 and 117)
	PROHIBITED CONDUCT STANDARD CONTRACTS
	Procedure on application for an order under section 116
1	(1) The court may not hear a landlord's application for an order under section 116 unless—
	(a) the landlord has given notice to the contract-holder of the landlord's intention to apply for such an order, or
	(b) the court considers it reasonable to dispense with the requirement of notice.
	(2) A notice under sub-paragraph (1) must give particulars of the conduct in respect of which the order is sought and state that proceedings may not be brought—

(a) (b)	before the day specified in the notice, or after the end of the period of six months starting with the day on which the notice is given to the contract-holder.
	y specified for the purposes of sub-paragraph (2)(a) may be the day on the notice is given to the contract-holder.
	idlord may, in the same proceedings, apply to the court for an order under 116 and make a possession claim.
	Terms of prohibited conduct standard contract
	ection applies where a periodic standard contract is created by an order ection 116.
	andlord and the contract-holder agree the terms of the periodic standard t, the terms of the contract are the terms agreed.
	ragraph (2) is subject to the provisions of this Act about the incorporation amental and supplementary provisions.
	andlord and the contract-holder do not agree the terms of the periodic d contract—
(a)	the fundamental and supplementary provisions applicable to periodic standard contracts are incorporated as terms of the contract without modification,
(b)	any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and
(c)	otherwise, the terms of the periodic standard contract are the same as the terms of the secure contract.
	er or not the landlord and contract holder agree the terms of the periodic d contract, it is a term of the contract that—
(a)	any arrears of rent payable at the end of the secure contract become payable under the periodic standard contract, and
(b)	any rent paid in advance or overpaid at the end of the secure contract is credited to the contract-holder's liability to pay rent under the periodic standard contract.
	quirement in section 39(1) (landlord must give contract-holder a contact s at start of contract) does not apply.
landlor	151(3) (requirement to inform contract-holder of right to apply for d's review under section 202) provides that that section is a fundamental on which is incorporated as a term of all prohibited conduct standard ts.
section months	ted conduct standard contracts are within Schedule 9; accordingly 175 (restriction on giving landlord's notice [F13 until after the first six] of occupation) is not incorporated as a term of a prohibited conduct d contract.



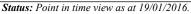


	 (a) set out the reasons for the confirmation, and (b) inform the contract-holder that he or she has a right to apply for a review in the county court under paragraph 6, and of the time by which the application must be made.
	(7) The Welsh Ministers may prescribe the procedure to be followed in connection with a review under this paragraph.
	 (8) Regulations under sub-paragraph (7) 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.
	County court review of decision to extend probation period
6	(1) This paragraph applies if a landlord, following a request for a review made in accordance with paragraph 5(2)—
	 (a) gives notice under paragraph 5(5) informing the contract-holder that the landlord has decided to confirm a decision to give a notice of extension under paragraph 4, or
	(b) fails to give a notice in accordance with paragraph 5(5).
	(2) The contract-holder may apply to the county court for a review of the decision to give the notice of extension.
	(3) The application must be made—(a) before the end of the period of 14 days starting with the day on which the
	landlord gives the contract-holder notice under paragraph 5(5), or
	(b) if no notice has been given in accordance with paragraph 5(5), before the end of the period of 14 days starting with the day after the date by which the landlord was required to give notice under that sub-paragraph.
	(4) The county court may give permission for an application to be made after the end of the period allowed by sub-paragraph (3), but only if it is satisfied—
	 (a) where permission is sought before the end of that period, that there is a good reason for the contract-holder to be unable to make the application in time, or
	(b) where permission is sought after that time, that there is a good reason for the contract-holder's failure to make the application in time and for any delay in applying for permission.
	(5) The county court may confirm or quash the decision to give the notice of extension.
	(6) 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.
	(7) If the county court quashes the decision—
	(a) the notice of extension is of no effect, and

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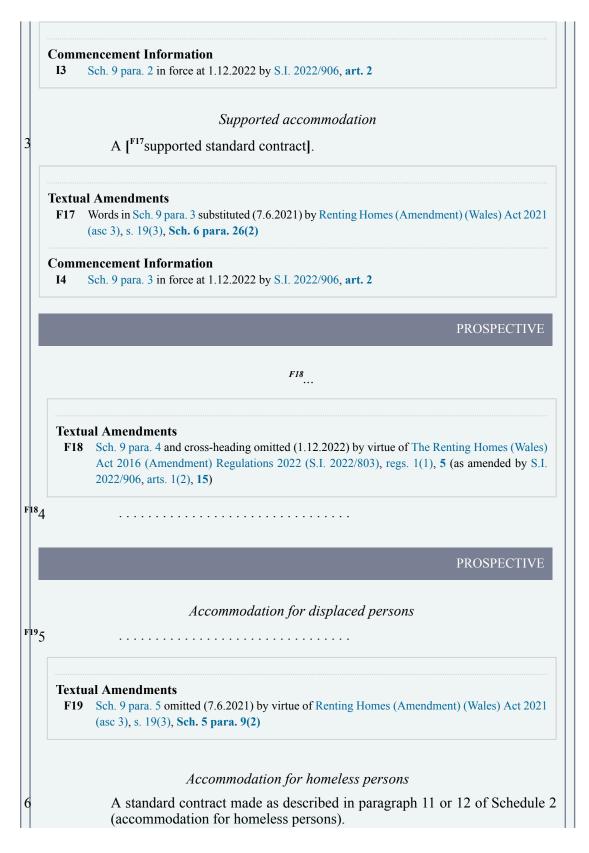
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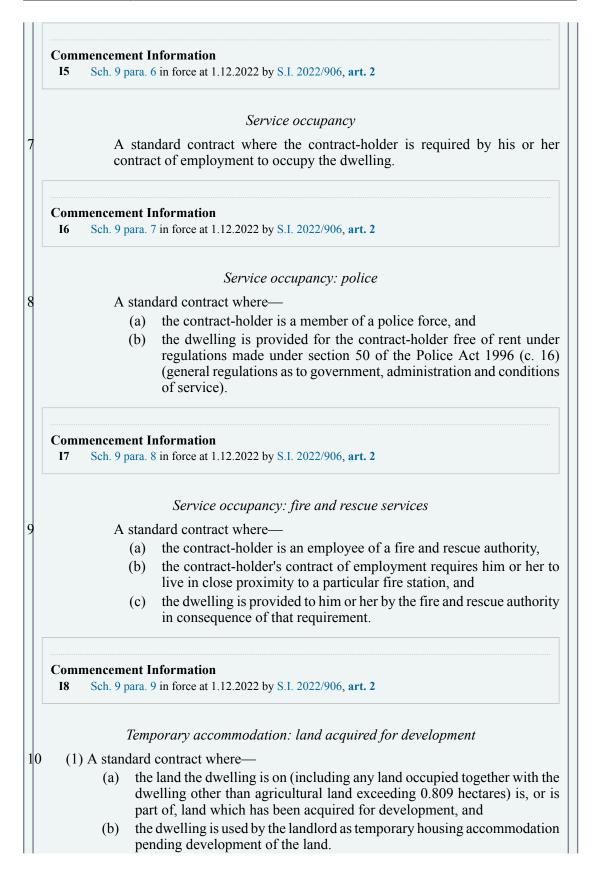
(b)	the county court may make any order the High Court could make when making a quashing order on an application for judicial review.	
	ounty court quashes the decision and the landlord gives the contract-holder er notice of extension under paragraph 4 before the end of the post-review —	
(a)	the notice has effect as if given in accordance with paragraph $4(2)$ (other than for the purposes of paragraph $5(2)$), and	
(b)	paragraph $5(5)$ is to be read as if it requires the landlord to notify the contract-holder of the outcome of a review under that paragraph before the end of the period of 14 days starting with the day on which the contract-holder requested the review.	
	st-review period is the period of 14 days beginning with the day on which nty court quashes the decision.	
	Application to court to end probation period	
contrac	ntract-holder under an occupation contract which is a periodic standard t because of an order under section 116 may apply to the court for an order the probation period before the time at which it would end under paragraph	
	(2) The application may be made at any time after the end of the period of six months starting with the occupation date of the contract (see section 116(2)(b)).	
	art may end the probation period only if it is satisfied that—	
(a)	it is no longer necessary for the contract-holder to occupy under a periodic standard contract, or	
(b)	the landlord has not made an appropriate programme of social support available to the contract-holder and it is unlikely that such support will be made available.	
Terms o	f secure contract that was a prohibited conduct standard contract	
	ragraph applies where a prohibited conduct standard contract ends and is d with a secure contract because the probation period has ended.	
	andlord and the contract-holder have agreed what the terms of the secure t are to be in that event, the terms of the contract are the terms agreed.	
	ragraph (2) is subject to the provisions of this Act as to the incorporation amental and supplementary provisions.	
	(4) If the landlord and the contract-holder have not agreed what the terms of the secure contract are to be in that event—	
(a)	the fundamental and supplementary provisions applicable to secure contracts made with the landlord are incorporated as terms of the contract without modification,	
(b)	any terms of the contract which are incompatible with those fundamental or supplementary provisions cease to have effect, and	
(c)	otherwise, the terms of the secure contract are the same as the terms of the prohibited conduct standard contract.	





Status: Point in time view as at 19/01/2016. n: Renting Homes (Wales) Act 2016 is up to date with all changes





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(2) "Development" has the meaning given by section 55 of the Town and Country Planning Act 1990 (c. 8).

Commencement Information I9 Sch. 9 para. 10 in force at 1.12.2022 by S.I. 2022/906, art. 2

Temporary accommodation: short-term arrangements

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.

Commencement Information

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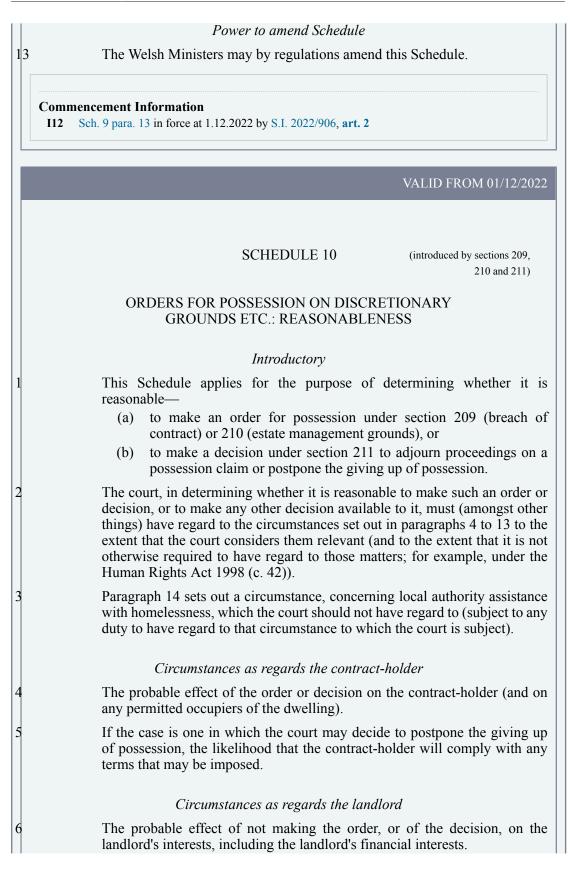
II0 Sch. 9 para. 11 in force at 1.12.2022 by S.I. 2022/906, art. 2

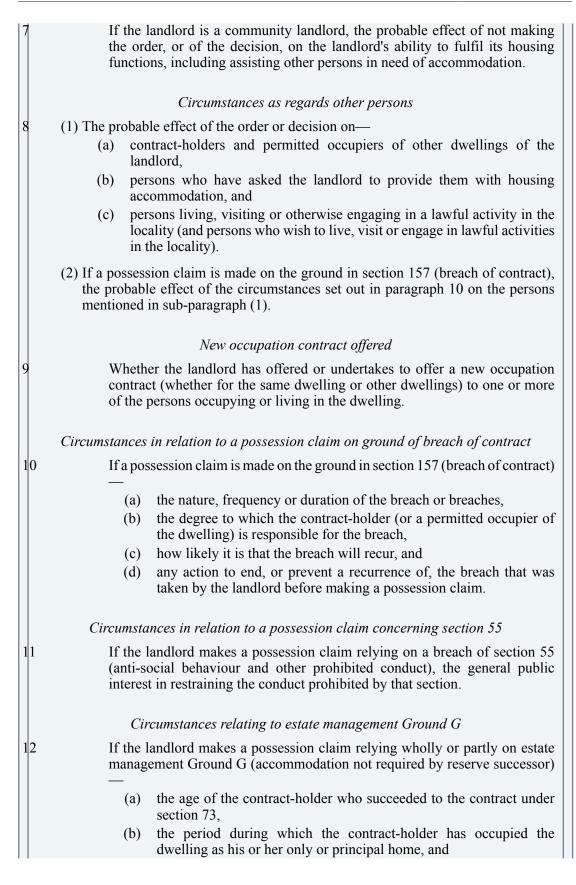
Temporary accommodation: accommodation during works

- 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,
 - (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 contractholder under a standard contract if that person was an earlier contract-holder under the same contract.

Commencement Information

II1 Sch. 9 para. 12 in force at 1.12.2022 by S.I. 2022/906, art. 2





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(c) any financial or other support given by the contract-holder to the contract-holder who died (or, if the contract-holder who died was the successor of an earlier contract-holder, to that earlier contract-holder).

Circumstances relating to estate management Ground H

If the landlord makes a possession claim relying wholly or partly on estate management Ground H (departing joint contract-holder)—

- (a) the age of the remaining contract-holder (or each of the remaining contract-holders), and
- (b) the period during which the remaining contract-holder (or each of the remaining contract-holders) has occupied the dwellings as his or her only or principal home.

Assistance in relation to homelessness not relevant

The likelihood that a person will be assisted under Part 2 of the Housing (Wales) Act 2014 (anaw 7) or Part 7 of the Housing Act 1996 (c. 52) (homelessness) is not a relevant circumstance (subject to any requirement to have regard to that circumstance to which the court is subject).

VALID FROM 01/12/2022

SCHEDULE 11

(introduced by sections 210 and 222)

SUITABLE ALTERNATIVE ACCOMMODATION

Introductory

- (1) This Schedule applies for the purposes of—
 - (a) an order for possession under section 210 (estate management grounds), or
 - (b) an order under section 222(3)(b) (appeal following possession for abandonment).
- (2) In this Schedule the dwelling previously occupied by the contract-holder or of which possession is sought is referred to as "the existing dwelling", and the occupation contract to which that dwelling is or was subject is referred to as "the existing contract".

Estate management grounds: certificate of local housing authority

- (1) This paragraph applies if—
 - (a) this Schedule applies because of section 210, and
 - (b) the landlord under the existing contract is not a local housing authority.

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Changes to legislation: Renting Homes (Wales) Act 2016 is up to date with all changes known to be in force on or before 05 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

(2) A certificate of the local housing authority for the area in which the existing dwelling is situated, certifying that the authority will provide suitable alternative accommodation for the contract-holder by a date specified in the certificate, is conclusive evidence that suitable alternative accommodation will be available for him or her by that date.

Suitable accommodation

(1) This paragraph applies if—

- (a) this Schedule applies because of section 210 and either—
 - (i) no certificate of the kind mentioned in paragraph 2(2) is produced to the court, or
 - (ii) the landlord in relation to the existing dwelling is a local housing authority, or
- (b) this Schedule applies because of section 222.

(2) Accommodation is suitable if—

- (a) it is to be occupied by the contract-holder under an occupation contract that gives him or her security of occupation reasonably equivalent to that given by the existing contract, and
- (b) in the opinion of the court it is reasonably suitable to the needs of the contract-holder and his or her family (which must be determined in accordance with paragraph 4).
- (3) If the existing contract relates to a separate dwelling, accommodation is not suitable unless it is a separate dwelling.

Needs of contract-holder and his or her family

(1) The court must determine whether accommodation is reasonably suitable in relation to the needs of the contract-holder and his or her family in accordance with this paragraph.

(2) The court must consider (among other things)—

- (a) the needs of the contract-holder and his or her family as regards extent of accommodation,
- (b) if the landlord is a private landlord, the needs of the contract-holder and his or her family as regards character of accommodation,
- (c) the means of the contract-holder and his or her family,
- (d) if the contract-holder or a member of his or her family works or is being educated, the distance of the accommodation from the place (or places) of work or education,
- (e) if proximity to the home of any member of the contract-holder's family is essential to the well-being of the contract-holder or that member of his or her family, the proximity of the accommodation to that home,
- (f) the terms of the existing contract and the terms of the occupation contract under which the accommodation is to be occupied, and
- (g) if furniture was provided by the landlord under the existing contract, whether furniture is to be provided for use by the contract-holder and his or her family and, if so, the nature of that furniture.

Status: Point in time view as at 19/01/2016. Changes to legislation: Renting Homes (Wales) Act 2016 is up to date with all changes known to be in force on or before 05 September 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

- (3) If the landlord is a community landlord, the court must also consider the nature of the accommodation which it is the practice of the landlord to allocate to persons with similar needs.
- (4) If the landlord is a private landlord the court may consider, as an alternative to the matters in sub-paragraph (2)(a) to (c), whether the accommodation is similar as regards rent and extent to the accommodation provided in the neighbourhood by community landlords for comparable persons.
- (5) "Comparable persons" are those whose needs, as regards extent, are in the opinion of the court similar to those of the contract-holder and the contract-holder's family.
- (6) For the purposes of sub-paragraph (4) a certificate of a local housing authority stating—
 - (a) the extent of the accommodation provided by the authority to meet the needs of persons with families of such number as may be specified in the certificate, and
 - (b) the amount of rent charged by the authority for accommodation of that extent,

is to be conclusive evidence of the facts so stated.

(7) In considering the matters in sub-paragraph (2)(f) the court may not take into account any terms of the occupation contract that relate to lodgers and sub-holders.

Overcrowding

Accommodation is not suitable to the needs of the contract-holder and his or her family if, as a result of their occupation of the accommodation, the accommodation would constitute an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985 (c. 68) (see section 324 of that Act).

Evidence of certificate of local housing authority

A document that purports to be a certificate of the local housing authority named in the certificate, issued for the purposes of this Schedule, and signed by the proper person on behalf of the authority—

- (a) is to be received in evidence, and
- (b) unless the contrary is shown, is to be treated as such a certificate without further proof.

VALID FROM 05/08/2016

SCHEDULE 12

(introduced by section 240)

CONVERSION OF TENANCIES AND LICENCES EXISTING BEFORE COMMENCEMENT OF CHAPTER 3 OF PART 10

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Status:

Point in time view as at 19/01/2016.

Changes to legislation: