

Status: Point in time view as at 19/01/2016.

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VALID FROM 07/06/2021

VALID FROM 01/12/2022

SCHEDULE 1 (introduced by section 4)

OVERVIEW OF FUNDAMENTAL PROVISIONS INCORPORATED AS TERMS OF OCCUPATION CONTRACTS

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VALID FROM 05/08/2016

SCHEDULE 2 (introduced by section 7)

EXCEPTIONS TO SECTION 7

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SCHEDULE 3 (introduced by sections 11 and 12)

OCCUPATION CONTRACTS MADE WITH OR ADOPTED BY COMMUNITY LANDLORDS WHICH MAY BE STANDARD CONTRACTS

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VALID FROM 01/12/2022

SCHEDULE 4 (introduced by section 16)

INTRODUCTORY STANDARD CONTRACTS

Introductory period

- 1 (1) The introductory period, 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, is—
 - (a) the period of 12 months starting with the introduction date of the contract, or

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- (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) a possession claim made by the landlord in respect of the dwelling has not been concluded, or
 - (b) the landlord has given the contract-holder a possession notice or a notice 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 ending—
 - (a) when a relevant event occurs, or
 - (b) if no relevant event occurs, immediately after the contract ends.
- (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—
 - (a) withdrawal of the notice;
 - (b) the period ending without a possession claim having been made;
 - (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)—
 - (a) the occupation date of the contract, or
 - (b) if the contract became a periodic standard contract because the first 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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- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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

- (1) 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.
- (2) 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).
- (3) The notice of extension must state that the landlord has decided to extend the introductory period, and set out the reasons for that decision.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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}....

Textual Amendments

F12 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](#)

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Landlord's review of decision to extend introductory period

- 4
- (1) If a landlord gives a notice of extension under paragraph 3, the contract-holder may request that the landlord carries out a review of the decision to give the notice.
 - (2) The request must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice of extension.
 - (3) If the contract-holder requests a review in accordance with sub-paragraph (2), the landlord must carry out the review.
 - (4) Following a review, the landlord may—
 - (a) confirm the decision to give the notice, or
 - (b) reverse the decision.
 - (5) The landlord must notify the contract-holder of the outcome of the review before the date on which the introductory period would end under paragraph 1(1)(a).
 - (6) If the landlord confirms the decision, the notice must—
 - (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 5, 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

- 5
- (1) This paragraph applies if a landlord, following a request for a review made in accordance with paragraph 4(2)—
 - (a) gives notice under paragraph 4(5) informing the contract-holder that the landlord has decided to confirm a decision to give a notice of extension under paragraph 3, or
 - (b) fails to give notice in accordance with paragraph 4(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 4(5), or
 - (b) if no notice has been given in accordance with paragraph 4(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.

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- (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”)—

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- (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.
- 7 (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*
- 8 (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*

9

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

- (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

2

- (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

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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

- (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).

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- (4) The third ground is that the applicant—
- (a) 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 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,
- it may order the person who appears to be holding the deposit to repay all or part of the deposit to the applicant before the end of the relevant period.
- (6) If sub-paragraph (5)(a) or (b) applies, the county court (whether or not it makes an order under that sub-paragraph) must 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.
- (7) The relevant 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*

- 4 (1) This paragraph applies where—
- (a) a contract-holder paid a deposit in connection with an occupation contract (“the original contract”),
 - (b) the landlord, in respect of the deposit—
 - (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 paragraph also applies where—
- (a) a substitute occupation contract is replaced with a new substitute occupation contract, and
 - (b) the deposit that was paid in connection with the original contract continues to be held—
 - (i) in connection with the new substitute occupation contract, and
 - (ii) in accordance with the same authorised deposit scheme as when the requirements mentioned in sub-paragraph (1)(b)(ii) and (iii) were last complied with in respect of it.

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- (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

The Welsh Ministers may by regulations amend this Schedule.

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) 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—

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- (a) before the day specified in the notice, or
- (b) after the end of the period of six months starting with the day on which the notice is given to the contract-holder.

- (3) The day specified for the purposes of sub-paragraph (2)(a) may be the day on which the notice is given to the contract-holder.
- (4) The landlord may, in the same proceedings, apply to the court for an order under section 116 and make a possession claim.

Terms of prohibited conduct standard contract

- 2 (1) This section applies where a periodic standard contract is created by an order under section 116.
- (2) If the landlord and the contract-holder agree the terms of the periodic standard contract, the terms of the contract are the terms agreed.
- (3) Sub-paragraph (2) is subject to the provisions of this Act about the incorporation of fundamental and supplementary provisions.
- (4) If the landlord and the contract-holder do not agree the terms of the periodic standard 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.
- (5) Whether or not the landlord and contract holder agree the terms of the periodic standard 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.
- (6) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.
- (7) Section 151(3) (requirement to inform contract-holder of right to apply for landlord's review under section 202) provides that that section is a fundamental provision which is incorporated as a term of all prohibited conduct standard contracts.
- (8) Prohibited conduct standard contracts are within Schedule 9; accordingly section 175 (restriction on giving landlord's notice [^{F13}until after the first six months] of occupation) is not incorporated as a term of a prohibited conduct standard contract.

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Textual Amendments

F13 Words in [Sch. 7 para. 2\(8\)](#) substituted (7.6.2021) by [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), s. 19(3), [Sch. 6 para. 25\(2\)](#)

Probation period

- 3 (1) The probation period, in relation to an occupation contract which is a periodic standard contract because of an order under section 116, is—
- (a) the period of 12 months starting with the occupation date of the contract (see section 116(2)(b)), or
 - (b) if there is an extension under paragraph 4, the period of 18 months starting with the occupation date of the contract.
- (2) If the landlord gives the contract-holder notice that the probation period will end before the time at which it would end under sub-paragraph (1), the period ends on the date specified in the notice.
- (3) If under paragraph 7 the court orders that the probation period will end before the time at which it would end under sub-paragraph (1), the period ends on the date specified in the order.
- (4) If sub-paragraphs (2) and (3) both apply, the period ends on the earlier of the date specified in the notice and the date specified in the order.
- (5) Sub-paragraph (6) applies instead of sub-paragraphs (1) to (4) if, at what would be the end of probation period under those sub-paragraphs—
- (a) a possession claim made by the landlord in respect of the dwelling has not been concluded, or
 - (b) the landlord has given the contract-holder a possession notice or a notice 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.
- (6) Where this sub-paragraph applies, the probation period is the period starting with the occupation date of the contract and ending—
- (a) when a relevant event occurs, or
 - (b) if no relevant event occurs, immediately after the contract ends.
- (7) In a case within sub-paragraph (5)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (8) In a case within sub-paragraph (5)(b) each of the following is a relevant event—
- (a) withdrawal of the notice;
 - (b) the period ending without a possession claim having been made;
 - (c) conclusion in favour of the contract-holder of a possession claim made in reliance on the notice.
- (9) If a private landlord other than a registered charity becomes the landlord under the contract before the time at which the probation period would end apart from this sub-paragraph, the probation period ends.

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Extending probation period

- 4
- (1) The landlord may extend the probation period to the period of 18 months starting with the occupation date of the contract by giving the contract-holder a notice of extension.
 - (2) The notice of extension must be given to the contract-holder at least eight weeks before the date on which the probation period would end under paragraph 3(1)(a).
 - (3) The notice of extension must state that the landlord has decided to extend the probation period, and set out the reasons for the landlord's decision.
 - (4) The notice of extension must also inform the contract-holder that he or she has a right to request a review under paragraph 5 of the landlord's decision to extend the probation period, and of the time by which the request must be made.
 - (5) In making the decision to extend the probation 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.
 - (6) A landlord may take into account a person's conduct 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.
 - (7) 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^{F14}....

Textual Amendments

F14 Words in [Sch. 7 para. 4\(7\)](#) omitted (7.6.2021) by virtue of [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\)](#), s. 19(3), [Sch. 6 para. 25\(3\)](#)

Landlord's review of decision to extend probation period

- 5
- (1) If a landlord gives a notice of extension under paragraph 4, the contract-holder may request that the landlord carries out a review of the decision to give the notice.
 - (2) The request must be made to the landlord before the end of the period of 14 days (or such longer period as the landlord may allow in writing) starting with the day on which the landlord gives the contract-holder the notice of extension.
 - (3) If the contract-holder requests a review in accordance with sub-paragraph (2), the landlord must carry out the review.
 - (4) Following a review, the landlord may—
 - (a) confirm the decision to give the notice, or
 - (b) reverse the decision.
 - (5) The landlord must notify the contract-holder of the outcome of the review before the date on which the probation period would end under paragraph 3(1)(a).
 - (6) If the landlord confirms the decision, the notice must—

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

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- (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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- (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 4 before the end of the post-review period—
- (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.
- (9) The post-review period is the period of 14 days beginning with the day on which the county court quashes the decision.

Application to court to end probation period

- 7
- (1) The contract-holder under an occupation contract which is a periodic standard contract because of an order under section 116 may apply to the court for an order ending the probation period before the time at which it would end under paragraph 3(1).
- (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)).
- (3) The court 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 of secure contract that was a prohibited conduct standard contract

- 8
- (1) This paragraph applies where a prohibited conduct standard contract ends and is replaced with a secure contract because the probation period has ended.
- (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,
- (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.

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(5) The requirement in section 39(1) (landlord must give contract-holder a contact address at start of contract) does not apply.

VALID FROM 01/12/2022

SCHEDULE 8 (introduced by sections 160 and 162)

ESTATE MANAGEMENT GROUNDS

.....

.....

VALID FROM 01/12/2022

SCHEDULE 9 (introduced by sections 175 ^{F16} ... and 196)

STANDARD CONTRACTS TO WHICH LIMITS IN SECTIONS 175 ^{F15} ... AND 196 [(WHEN LANDLORD'S NOTICE MAY BE GIVEN)] DO NOT APPLY

Textual Amendments

F15 Word in [Sch. 9](#) heading omitted (7.6.2021) by virtue of [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\), s. 19\(3\), Sch. 6 para. 26\(4\)\(a\)](#)

F16 Word in [Sch. 9](#) shoulder note omitted (7.6.2021) by virtue of [Renting Homes \(Amendment\) \(Wales\) Act 2021 \(asc 3\), s. 19\(3\), Sch. 6 para. 26\(5\)](#)

Prohibited conduct standard contracts

1 A prohibited conduct standard contract.

Commencement Information

I2 [Sch. 9 para. 1](#) in force at 1.12.2022 by [S.I. 2022/906, art. 2](#)

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).

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)

Commencement Information

I3 Sch. 9 para. 2 in force at 1.12.2022 by S.I. 2022/906, art. 2

Supported accommodation

3

A [^{F17}supported standard contract].

Textual Amendments

F17 Words in Sch. 9 para. 3 substituted (7.6.2021) by Renting Homes (Amendment) (Wales) Act 2021 (asc 3), s. 19(3), Sch. 6 para. 26(2)

Commencement Information

I4 Sch. 9 para. 3 in force at 1.12.2022 by S.I. 2022/906, art. 2

PROSPECTIVE

F18 ...

Textual Amendments

F18 Sch. 9 para. 4 and cross-heading omitted (1.12.2022) by virtue of The Renting Homes (Wales) Act 2016 (Amendment) Regulations 2022 (S.I. 2022/803), regs. 1(1), 5 (as amended by S.I. 2022/906, arts. 1(2), 15)

^{F18}4

.....

PROSPECTIVE

Accommodation for displaced persons

^{F19}5

.....

Textual Amendments

F19 Sch. 9 para. 5 omitted (7.6.2021) by virtue of Renting Homes (Amendment) (Wales) Act 2021 (asc 3), s. 19(3), Sch. 5 para. 9(2)

Accommodation for homeless persons

6

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

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)

Commencement Information

15 Sch. 9 para. 6 in force at 1.12.2022 by S.I. 2022/906, art. 2

Service occupancy

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

Commencement Information

16 Sch. 9 para. 7 in force at 1.12.2022 by S.I. 2022/906, art. 2

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).

Commencement Information

17 Sch. 9 para. 8 in force at 1.12.2022 by S.I. 2022/906, art. 2

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.

Commencement Information

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

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.

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

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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

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

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.

Commencement Information

110 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 contract-holder under a standard contract if that person was an earlier contract-holder under the same contract.

Commencement Information

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

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)

Power to amend Schedule

13 The Welsh Ministers may by regulations amend this Schedule.

Commencement Information

I12 Sch. 9 para. 13 in force at 1.12.2022 by S.I. 2022/906, art. 2

VALID FROM 01/12/2022

SCHEDULE 10

(introduced by sections 209,
210 and 211)

ORDERS FOR POSSESSION ON DISCRETIONARY
 GROUNDS ETC.: REASONABLENESS

Introductory

1 This Schedule applies for the purpose of determining whether it is reasonable—

- (a) to make an order for possession under section 209 (breach of contract) or 210 (estate management grounds), or
- (b) to make a decision under section 211 to adjourn proceedings on a possession claim or postpone the giving up of possession.

2 The court, in determining whether it is reasonable to make such an order or decision, or to make any other decision available to it, must (amongst other things) have regard to the circumstances set out in paragraphs 4 to 13 to the extent that the court considers them relevant (and to the extent that it is not otherwise required to have regard to those matters; for example, under the Human Rights Act 1998 (c. 42)).

3 Paragraph 14 sets out a circumstance, concerning local authority assistance with homelessness, which the court should not have regard to (subject to any duty to have regard to that circumstance to which the court is subject).

Circumstances as regards the contract-holder

4 The probable effect of the order or decision on the contract-holder (and on any permitted occupiers of the dwelling).

5 If the case is one in which the court may decide to postpone the giving up of possession, the likelihood that the contract-holder will comply with any terms that may be imposed.

Circumstances as regards the landlord

6 The probable effect of not making the order, or of the decision, on the landlord's interests, including the landlord's financial interests.

*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)*

7 If the landlord is a community landlord, the probable effect of not making the order, or of the decision, on the landlord's ability to fulfil its housing functions, including assisting other persons in need of accommodation.

Circumstances as regards other persons

- 8 (1) The probable effect of the order or decision on—
- (a) contract-holders and permitted occupiers of other dwellings of the landlord,
 - (b) persons who have asked the landlord to provide them with housing accommodation, and
 - (c) persons living, visiting or otherwise engaging in a lawful activity in the locality (and persons who wish to live, visit or engage in lawful activities in the locality).
- (2) If a possession claim is made on the ground in section 157 (breach of contract), the probable effect of the circumstances set out in paragraph 10 on the persons mentioned in sub-paragraph (1).

New occupation contract offered

9 Whether the landlord has offered or undertakes to offer a new occupation contract (whether for the same dwelling or other dwellings) to one or more of the persons occupying or living in the dwelling.

Circumstances in relation to a possession claim on ground of breach of contract

- 10 If a possession claim is made on the ground in section 157 (breach of contract)
- (a) the nature, frequency or duration of the breach or breaches,
 - (b) the degree to which the contract-holder (or a permitted occupier of the dwelling) is responsible for the breach,
 - (c) how likely it is that the breach will recur, and
 - (d) any action to end, or prevent a recurrence of, the breach that was taken by the landlord before making a possession claim.

Circumstances in relation to a possession claim concerning section 55

11 If the landlord makes a possession claim relying on a breach of section 55 (anti-social behaviour and other prohibited conduct), the general public interest in restraining the conduct prohibited by that section.

Circumstances relating to estate management Ground G

- 12 If the landlord makes a possession claim relying wholly or partly on estate management Ground G (accommodation not required by reserve successor)
- (a) the age of the contract-holder who succeeded to the contract under section 73,
 - (b) the period during which the contract-holder has occupied the dwelling as his or her only or principal home, and

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13	<p>(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).</p> <p style="text-align: center;"><i>Circumstances relating to estate management Ground H</i></p> <p>If the landlord makes a possession claim relying wholly or partly on estate management Ground H (departing joint contract-holder)—</p> <p>(a) the age of the remaining contract-holder (or each of the remaining contract-holders), and</p> <p>(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.</p>
14	<p style="text-align: center;"><i>Assistance in relation to homelessness not relevant</i></p> <p>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).</p>
VALID FROM 01/12/2022	
<p>SCHEDULE 11 (introduced by sections 210 and 222)</p> <p>SUITABLE ALTERNATIVE ACCOMMODATION</p> <p style="text-align: center;"><i>Introductory</i></p>	
1	<p>(1) This Schedule applies for the purposes of—</p> <p>(a) an order for possession under section 210 (estate management grounds), or</p> <p>(b) an order under section 222(3)(b) (appeal following possession for abandonment).</p> <p>(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”.</p>
2	<p style="text-align: center;"><i>Estate management grounds: certificate of local housing authority</i></p> <p>(1) This paragraph applies if—</p> <p>(a) this Schedule applies because of section 210, and</p> <p>(b) the landlord under the existing contract is not a local housing authority.</p>

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

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- (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.

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- (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

5 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

6 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:

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