



# Renting Homes (Amendment) (Wales) Act 2021

2021 asc 3

## *Giving and withdrawing landlord's notice*

### **6 Restrictions on giving notice under section 173 or 186 or under a landlord's break clause: breaches of statutory obligations**

- (1) The 2016 Act is amended as follows.
- (2) For section 176 (restrictions on giving notice under section 173: information requirements) substitute—

#### **“176 Restrictions on giving notice under section 173: breaches of statutory obligations**

Schedule 9A imposes restrictions on the giving of notice under section 173, related to breaches of certain statutory obligations.”

- (3) After section 186 (landlord's notice in connection with end of fixed term) insert—

#### **“186A Restrictions on giving notice under section 186: breaches of statutory obligations**

Schedule 9A imposes restrictions on the giving of notice under section 186, related to breaches of certain statutory obligations.”

- (4) For section 197 (restrictions on giving notice under a landlord's break clause: information requirements) substitute—

#### **“197 Restrictions on use of landlord's break clause: breaches of statutory obligations**

Schedule 9A imposes restrictions on the giving of notice under a landlord's break clause, related to breaches of certain statutory obligations.”

- (5) In the [Renting Homes \(Fees etc.\) \(Wales\) Act 2019 \(anaw 2\)](#)—  
 (a) for section 20 (restrictions on terminating contracts), substitute—

**“20 Restrictions on terminating standard occupation contracts**

Schedule 9A to the [Renting Homes \(Wales\) Act 2016 \(anaw 1\)](#) includes provision relating to standard occupation contracts preventing a landlord from giving a notice seeking possession of a dwelling under section 173 or 186 of that Act, or under a landlord’s break clause, if the landlord has not complied with provisions of this Act relating to prohibited payments and retained holding deposits.”;

- (b) omit Schedule 3 (which provides for the insertion of sections 177A, 186A to 186C and 198A into the 2016 Act, and other related amendments to that Act).
- (6) Schedule 2 inserts a new Schedule 9A into the 2016 Act, which—  
 (a) replicates the restrictions on the giving of notices seeking possession set out in sections 176 to 177A, 186A to 186C and 197 to 198A of the 2016 Act as they stood before being amended or omitted by virtue of this Act, and  
 (b) includes a power to amend Schedule 9A.

**7 Restrictions on giving further landlord’s notices under periodic standard contract**

For section 177 of the 2016 Act (restrictions on giving notice under section 173: security and deposit requirements) substitute—

**“177 Restrictions on giving further notices under section 173**

- (1) Subsections (2) and (3) apply where—  
 (a) a landlord has given a contract-holder a notice under section 173 (“the first notice”), and  
 (b) the landlord has subsequently withdrawn the notice (see section 180(3)).
- (2) The landlord may not give another notice under section 173 to the contract-holder before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with subsection (3).
- (3) The landlord may give one more notice under section 173 to the contract-holder during the period of 28 days starting with the day on which the first notice was given.
- (4) Subsection (5) applies where—  
 (a) a landlord has given a contract-holder a notice under section 173, and  
 (b) the period for making a possession claim on the ground in section 178 has ended without the landlord having made a claim.
- (5) The landlord may not give another notice under section 173 to the contract-holder before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see section 179(1)(b)).

- (6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts which incorporate section 173 as a term of the contract.”

## **8 Withdrawal of notice under section 173 and under a landlord’s break clause**

- (1) The 2016 Act is amended as follows.
- (2) In section 180 (termination of contract on landlord’s notice), in subsection (3), for the words from “, before the contract ends” to the end substitute “—
- (a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or
  - (b) before the contract ends, and after the end of the period of 28 days starting with day on which the notice was given—
    - (i) the landlord withdraws the notice by giving further notice to the contract-holder, and
    - (ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.”
- (3) In section 201 (termination of contract under landlord’s break clause), in subsection (3), for the words from “, before the contract ends” to the end substitute “—
- (a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or
  - (b) before the contract ends, and after the end of the period of 28 days starting with the day on which the notice was given—
    - (i) the landlord withdraws the notice by giving further notice to the contract-holder, and
    - (ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.”

## **9 Restriction on giving notice under section 173 and under landlord’s break clause following retaliatory possession claim**

- (1) The 2016 Act is amended as follows.
- (2) After section 177 (inserted by section 7) insert—

### **“177A Restriction on giving notice under section 173 following retaliatory possession claim**

- (1) Subsection (2) applies where—
- (a) a landlord (having given a contract-holder a notice under section 173) has made a possession claim on the ground in section 178, and
  - (b) the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217).
- (2) The landlord may not give another notice under section 173 to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.

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

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- (3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts which incorporate section 173 as a term of the contract.”
- (3) For section 198 of the 2016 Act (restrictions on giving notice under landlord’s break clause: security and deposit requirements) substitute—

**“198 Restriction on use of landlord’s break clause following retaliatory possession claim**

- (1) Subsection (2) applies where—
- (a) a landlord (having given a contract-holder a notice under a landlord’s break clause) has made a possession claim on the ground in section 199, and
  - (b) the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217).
- (2) The landlord may not give another notice under a landlord’s break clause to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.
- (3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts with a landlord’s break clause.”