



The Law Commission

(LAW COM No 297)

RENTING HOMES: THE FINAL REPORT VOLUME 2: DRAFT BILL

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for Constitutional Affairs and Lord Chancellor by Command of Her Majesty
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The Law Commission was set up by the Law Commissions Act 1965 for the purpose of promoting the reform of the law.

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Volume 2 of this report contains the draft Bill that encapsulates the recommendations contained in volume 1.

The terms of the recommendations contained in the volume 1 of this report were agreed on 7 April 2006.

The text of this report is available on the Internet at:

<http://www.lawcom.gov.uk>

Rented Homes Bill

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Make provision about tenancies and licences which confer the right to occupy premises as a home; and for connected purposes.

BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

PART 1

OCCUPATION CONTRACTS

Introductory

1 Occupation contracts

- (1) A tenancy or licence is an occupation contract if—
 - (a) it is within subsection (2) or (3), and
 - (b) rent or other consideration is payable under it.
- (2) A tenancy or licence is within this subsection if—
 - (a) it is made between a landlord and an individual, and
 - (b) it confers on the individual the right to occupy premises as a home.
- (3) A tenancy or licence is within this subsection if—
 - (a) it is made between a landlord and two or more persons at least one of whom is an individual, and
 - (b) it confers on the individual (or, if there is more than one individual, on one or more of them) the right to occupy premises as a home.
- (4) Each person with whom a landlord makes an occupation contract is a contract-holder under the occupation contract.
- (5) But an individual cannot be a contract-holder under an occupation contract if he has not reached the age of 16.

- (6) This section is subject to Schedule 1 (exceptions).

2 Secure contracts and standard contracts

An occupation contract is either –

- (a) a secure contract, or
- (b) a standard contract.

3 Nature of contracts

- (1) A secure contract is a periodic contract.
- (2) A standard contract is either a fixed term contract or a periodic contract.
- (3) A standard contract (but not a secure contract) may provide that the contract-holder is not entitled to occupy the premises as a home for such periods as are specified in the contract.
- (4) The contract may specify periods –
 - (a) by reference to specified dates, or
 - (b) by reference to any matters reasonably ascertainable by the contract-holder.

Community landlords and private landlords

4 Contract made by community landlord

- (1) An occupation contract made by a community landlord is a secure contract unless one of the following exceptions applies.
- (2) The first exception applies if –
 - (a) no other exception applies,
 - (b) the occupation contract is within Schedule 2 (occupation contracts which may be standard contracts), and
 - (c) before or at the time the contract is made, the landlord gives the contract-holder a notice under section 6.
- (3) The second exception applies if the contract is made as a result of an order under section 59 (imposition of standard contract following breach of contract).
- (4) The third exception applies if the contract arises under section 165(2) or is within section 165(6) (contracts at end of fixed term).
- (5) The fourth exception applies if the contract is a tenancy or licence arising under section 202 (implied tenancies and licences).
- (6) Chapter 2 of Part 3 specifies circumstances in which an occupation contract which is a standard contract because of –
 - (a) the first exception and paragraph 2 or 3 of Schedule 2 (supported and probationary contracts), or
 - (b) the second exception,becomes a secure contract.

5 Contract adopted by community landlord

- (1) If a community landlord becomes the landlord under an existing secure contract, the contract continues as a secure contract.
- (2) If a community landlord becomes the landlord under an existing standard contract because of a transfer under section 125 or section 128 (transfer of sub-occupation contract), the contract continues as a standard contract.
- (3) If a community landlord becomes the landlord under an existing standard contract for some other reason, the contract becomes a secure contract unless one of the following exceptions applies.
- (4) The first exception applies if –
 - (a) no other exception applies,
 - (b) the contract is within Schedule 2 (occupation contracts which may be standard contracts), and
 - (c) before or at the time the community landlord becomes the landlord, the community landlord gives the contract-holder a notice under section 6.
- (5) The second exception applies if the contract is made as a result of an order under section 59 (imposition of standard contract following breach of contract).
- (6) The third exception applies if the contract arises under section 165(2) or is within section 165(6) (contracts at end of fixed term).
- (7) The fourth exception applies if the contract is a tenancy or licence arising under section 202 (implied tenancies and licences).
- (8) The fifth exception applies if –
 - (a) the contract is a fixed term standard contract for which a premium was paid, and
 - (b) before the community landlord becomes the landlord, the contract-holder elects that the contract should remain a fixed term standard contract.
- (9) Chapter 2 of Part 3 specifies circumstances in which an occupation contract which is a standard contract because of –
 - (a) the first exception and paragraph 2 or 3 of Schedule 2 (supported and probationary contracts), or
 - (b) the second exception,becomes a secure contract.

6 Notice of standard contract

- (1) A notice under this section is a notice –
 - (a) identifying the paragraph of Schedule 2 on which the landlord relies, and
 - (b) stating that the contract is a standard contract.
- (2) If the contract-holder has the right to apply for a review under section 7, the notice must also inform him of that right and of the time by which the application must be made.

7 Review of notice

- (1) This section applies where a community landlord gives a notice under section 6 and the landlord's decision to give the notice is subject to judicial review.
- (2) The contract-holder may apply to a county court for a review of the landlord's decision.
- (3) The application must be made before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the notice.
- (4) The county court hearing the application may confirm or quash the decision.
- (5) 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.
- (6) If the county court quashes the decision, it may make any order the High Court could make when making a quashing order on an application for judicial review.
- (7) If the landlord gives the contract-holder a further notice under section 6 before the end of the relevant period, the notice has effect as if given –
 - (a) in a case within section 4, at the time the contract was made, or
 - (b) in a case within section 5, at the time the community landlord became the landlord.
- (8) The relevant period is the period of 14 days beginning with the day on which the county court quashes the decision.

8 Notice of right to elect

- (1) Not less than one month before a community landlord becomes the landlord under a fixed term standard contract for which a premium was paid, the community landlord must give the contract-holder a notice under this section.
- (2) The notice must –
 - (a) inform the contract-holder of his right to make an election under section 5(8)(b) and of the time by which the election must be made, and
 - (b) explain how section 5 will apply to the contract if the contract-holder does not make the election.

9 Community landlords in Wales

- (1) The National Assembly for Wales may by order –
 - (a) provide that sections 4 to 8 and Schedule 2 do not apply to occupation contracts made by community landlords in relation to premises situated in Wales, and
 - (b) make alternative provision about the circumstances in which such occupation contracts are secure contracts and the circumstances in which they are standard contracts.
- (2) An order under subsection (1) may make consequential amendments to and repeals of any enactment.

10 Contract made or adopted by private landlord

- (1) An occupation contract made by a private landlord is a standard contract unless, before or at the time the contract is made, the landlord gives the contract-holder a notice stating that the contract is a secure contract.
- (2) If a private landlord becomes the landlord under an existing secure contract, the contract continues as a secure contract.
- (3) If a private landlord becomes the landlord under an existing standard contract, the contract continues as a standard contract.

Fundamental provisions

11 Incorporation of fundamental provisions

- (1) Sections 14 to 18 identify provisions (“fundamental provisions”) that are incorporated as terms of occupation contracts or particular kinds of occupation contract, but subject to subsections (2) and (3).
- (2) A fundamental provision is not incorporated as a term of an occupation contract if –
 - (a) the landlord and the contract-holder agree that it should not be incorporated, and
 - (b) the effect of its not being incorporated is that the contract affords the contract-holder a greater degree of protection.
- (3) A fundamental provision is incorporated as a term of an occupation contract with modifications if –
 - (a) the landlord and the contract-holder agree that it should be incorporated with those modifications, and
 - (b) the effect of its being incorporated with those modifications is that the contract affords the contract-holder a greater degree of protection.
- (4) Subsections (2) and (3) do not apply to the following fundamental provisions –
 - (a) section 51 (prohibited conduct),
 - (b) section 64 (securing contract by deception),
 - (c) section 111 (survivorship), and
 - (d) section 159 (death of contract-holder).
- (5) Subsections (2) and (3) are subject to section 29 (landlord’s failure to provide written statement of contract) and section 31 (incomplete statement of contract).
- (6) In this Act –
 - “fundamental provision” has the meaning given by subsection (1), and
 - “fundamental term”, in relation to an occupation contract, means a term of the contract which incorporates a fundamental provision (with or without modifications).

12 Effect of non-incorporation etc.

- (1) Subsections (2) and (3) apply if –
 - (a) because of section 11(2) a fundamental provision is not incorporated as a term of an occupation contract, or

- (b) because of section 11(3) a fundamental provision is incorporated as a term of the contract with modifications.
- (2) If as a result it is necessary that another fundamental provision is not incorporated, the other provision is not incorporated.
- (3) If as a result it is necessary that another fundamental provision is incorporated with modifications, the other provision is incorporated with the necessary modifications (in addition to any modifications made because of section 11(3)).

13 Relationship with unfair terms regulations

If a fundamental provision –

- (a) is incorporated as a term of an occupation contract without modification, or
 - (b) because of section 11(3) or 12(3) is incorporated as a term of an occupation contract with modifications,
- that term is for the purposes of the unfair terms regulations a term which reflects a mandatory statutory provision (so that the regulations do not apply to it).

14 Fundamental provisions of all contracts

The following provisions are incorporated as terms of all occupation contracts –

- (a) section 24 (written statement of contract),
- (b) sections 36 and 37 (deposits),
- (c) section 51 (prohibited conduct),
- (d) sections 64 to 69 (other rights and obligations),
- (e) section 108 (addition of joint contract-holder),
- (f) section 111 (survivorship),
- (g) section 120 (dealing),
- (h) sections 152 to 159 (termination: general) (but subject to section 133 in the case of fixed term standard contracts),
- (i) sections 183 to 186 and Part 1 of Schedule 6 (termination by landlord).

15 Fundamental provisions of secure contracts

- (1) The following provisions are incorporated as terms of all secure contracts –
 - (a) sections 43 to 48 (repairs),
 - (b) sections 79 to 83 (variation),
 - (c) section 112 (withdrawal of joint contract-holder),
 - (d) sections 122 and 131 (dealing),
 - (e) sections 167 to 170 (contract-holder's notice).
- (2) Section 132 (transfer to secure contract-holder) is incorporated as a term of secure contracts under which the landlord is a community landlord.

16 Fundamental provisions of standard contracts

- (1) Sections 187 and 188 (termination of contract for serious rent arrears) are incorporated as terms of all standard contracts.

- (2) Section 78 (temporary exclusion) is incorporated as a term of supported standard contracts.

17 Fundamental provisions of periodic standard contracts

- (1) The following provisions are incorporated as terms of periodic standard contracts –
 - (a) sections 43 to 48 (repairs),
 - (b) sections 84 to 88 (variation) (but subject to section 91),
 - (c) section 112 (withdrawal of joint contract-holder),
 - (d) sections 167 to 170 (contract-holder's notice),
 - (e) sections 173 to 179 (landlord's notice).
- (2) Section 181 is incorporated as a fundamental provision of a periodic standard contract which arises under section 165(2).

18 Fundamental provisions of fixed term standard contracts

- (1) The following provisions are incorporated as terms of fixed term standard contracts –
 - (a) sections 89 and 90 (variation),
 - (b) section 180 (landlord's notice in connection with end of term).
- (2) Sections 43 to 48 (repairs) are incorporated as terms of fixed term standard contracts made for a term of less than seven years.
- (3) The term for which a fixed term standard contract is made is to be determined in accordance with section 19.
- (4) Sections 168 to 170 (termination by contract-holder's notice) are incorporated as terms of fixed term standard contracts which have a contract-holder's break clause (see section 171).
- (5) Sections 174 to 179 (termination by landlord's notice) are incorporated as terms of fixed term standard contracts which have a landlord's break clause (see section 182).

19 Fixed term standard contracts: length of term

- (1) This section applies for the purposes of section 18(3).
- (2) If the occupation contract is a tenancy, it is to be treated as made for a term commencing with the grant.
- (3) If the occupation contract is a licence, it is to be treated as made for a term commencing with the effective date of the contract.
- (4) The contract is to be treated as made for a term of less than seven years if it is determinable at the option of the landlord before the end of the period of seven years starting with the commencement of the term.
- (5) If the contract confers on the contract-holder an option for renewal for a term which, together with the original term, amounts to seven years or more, it is not to be treated as made for a term of less than seven years (unless subsection (4) applies).

20 Interpretation

- (1) This section applies for the interpretation of references in this Act to a fundamental provision.
- (2) In relation to contracts in which the fundamental provision is incorporated (with or without modifications), the reference has effect as a reference to the fundamental term which incorporates the provision.

Supplementary provisions

21 Incorporation of supplementary provisions

- (1) A provision which is a supplementary provision in relation to an occupation contract is incorporated as a term of the contract, but this is subject to subsections (3) and (4).
- (2) A provision is a supplementary provision in relation to an occupation contract if it is prescribed as such by the appropriate authority, after consultation with such persons as appear to it to be appropriate.
- (3) A supplementary provision is not incorporated as a term of an occupation contract if the landlord and the contract-holder agree that it should not be incorporated.
- (4) A supplementary provision is incorporated as a term of an occupation contract with modifications if the landlord and the contract-holder agree that it should be incorporated with those modifications.
- (5) Subsections (3) and (4) are subject to section 29 (landlord's failure to provide written statement of contract) and section 31 (incomplete written statement).
- (6) In this Act –
 - “supplementary provision” (except in section 241) has the meaning given by subsection (2), and
 - “supplementary term”, in relation to an occupation contract, means a term of the contract which incorporates a supplementary provision (with or without modifications).

22 Effect of non-incorporation etc.

- (1) Subsections (2) and (3) apply if –
 - (a) because of section 21(3) a supplementary provision is not incorporated as a term of an occupation contract, or
 - (b) because of section 21(4) a supplementary provision is incorporated as a term of the contract with modifications.
- (2) If as a result it is necessary that another supplementary provision is not incorporated, the other provision is not incorporated.
- (3) If as a result it is necessary that another supplementary provision is incorporated with modifications, the other provision is incorporated with the necessary modifications (in addition to any modifications made because of section 21(4)).

23 Relationship with unfair terms regulations

- (1) For the purposes of the unfair terms regulations, a supplementary term which incorporates a supplementary provision without modification reflects a mandatory statutory provision (so that the regulations do not apply to it).
- (2) Before prescribing a supplementary provision under section 21 the appropriate authority must have regard to whether, if the unfair terms regulations applied to a supplementary term incorporating the provision without modification, the term would be fair.
- (3) If a term which incorporates a supplementary provision with modifications is void or invalid (because of the unfair terms regulations or for any other reason), that term is of no effect and the contract is to be treated as incorporating the provision without modification.

Written statement of contract: fundamental provision of all contracts

24 Written statement

- (1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of two weeks starting with the effective date.
- (2) The landlord may not charge a fee for providing a written statement under subsection (1).
- (3) The contract-holder may request a further written statement of the contract at any time.
- (4) The landlord may charge a reasonable fee for providing it.
- (5) The landlord must give the contract-holder the further written statement before the end of the period of two weeks starting with—
 - (a) the day of the request, or
 - (b) if the landlord charges a reasonable fee, the day on which the contract-holder pays the fee.

Written statement of contract: further provision

25 Contents of written statement

- (1) A written statement of an occupation contract must set out the names of the parties to the contract.
- (2) It must set out—
 - (a) the terms of the contract as to the matters which are key matters in relation to the contract (see section 27),
 - (b) the fundamental terms of the contract,
 - (c) the supplementary terms of the contract, and
 - (d) any other express terms of the contract (“additional terms”).
- (3) It must identify—
 - (a) any fundamental provision applicable to the contract which is not incorporated as a term of the contract because of section 11(2) or 12(2), and

- (b) any supplementary provision applicable to the contract which is not incorporated as a term of the contract because of section 21(3) or 22(2).
- (4) It must contain explanatory information about such matters as may be prescribed.
- (5) In this Act “additional terms” has the meaning given by subsection (2)(d).

26 Editorial changes in written statement

- (1) The written statement may set out the fundamental and supplementary terms of the contract with editorial changes.
- (2) Editorial changes are changes to the wording of a fundamental or supplementary term which do not change the substance of that term in any way, for example –
 - (a) substituting the names of the landlord or contract-holder for references to “the landlord”, “the landlord under an occupation contract”, “the contract-holder”, “the contract-holder under a secure contract” etc.,
 - (b) substituting, for references to a fundamental provision, references to the corresponding fundamental term.

27 Key matters

- (1) The following are key matters in relation to all occupation contracts –
 - (a) the premises,
 - (b) the effective date,
 - (c) the amount of rent or other consideration, and
 - (d) the rental periods.
- (2) The following are key matters in relation to standard contracts –
 - (a) whether the contract is periodic or made for a fixed term,
 - (b) if it is made for a fixed term, the term for which it is made, and
 - (c) if there are periods during which the contract-holder is not entitled to occupy the premises as a home, those periods.

28 Enforcement

No term of an occupation contract is enforceable against the contract-holder before the earlier of –

- (a) the landlord giving the contract-holder a written statement of the contract under section 24(1), and
- (b) the effective date.

Failure to provide written statement etc.

29 Failure to provide statement: application to court

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 24, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) On an application under subsection (1) each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of

the contract without modification, unless the contract-holder claims that it was not incorporated or was incorporated with modifications.

- (3) In that case the court must determine the contract-holder's claim.
- (4) Subsection (2) does not apply if the landlord's failure to comply with section 24 is attributable to the act or omission of the contract-holder.
- (5) The court may –
 - (a) attach a statement of the occupation contract to its declaration, or
 - (b) order the landlord to give the contract-holder a written statement of the contract.

30 Failure to provide statement: compensation

- (1) If the landlord under an occupation contract fails to comply with a requirement to provide a written statement under section 24, he is liable to pay the contract-holder compensation under section 34.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
 - (a) the day on which the landlord gives the contract-holder a written statement of the contract, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement of the contract on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
- (5) This section does not apply if the landlord's failure to comply with section 24 is attributable to the act or omission of the contract-holder.
- (6) The relevant date –
 - (a) if the landlord was required to provide a written statement under section 24(1), is the effective date, and
 - (b) if the landlord was required to provide a written statement under section 24(3) to (5), is the first day of the period mentioned in section 24(5).

31 Incomplete statement

- (1) If the landlord under an occupation contract provides a written statement of the contract that is incomplete, the contract-holder may apply to the court for a declaration as to the terms of the contract.
- (2) A written statement is incomplete if it does not include everything required to be included by section 25.
- (3) The contract-holder may not make an application under subsection (1) before the end of the period of two weeks starting with the relevant date.
- (4) Subsection (5) applies if the written statement –

- (a) does not set out a fundamental provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 11(2) or 12(2), or
 - (b) does not set out a supplementary provision applicable to the contract and does not contain a statement that the provision is not incorporated because of section 21(3) or 22(2).
- (5) That provision is to be treated as incorporated as a term of the contract without modification unless –
- (a) section 12 or 22 applies in relation to it, or
 - (b) the contract-holder claims it was not incorporated or was incorporated with modifications.
- (6) If the contract-holder claims it was not incorporated or was incorporated with modifications, the court must determine the contract-holder's claim.
- (7) Subsection (5) does not apply if the omission of the provision or statement is attributable to the act or omission of the contract-holder.
- (8) The court may –
- (a) attach a written statement of the occupation contract to its declaration, or
 - (b) order the landlord to give the contract-holder a written statement of the contract which is not incomplete.
- (9) If the court is satisfied that the written statement is incomplete because of the wilful default of the landlord, it may if it thinks fit order the landlord to pay the contract-holder compensation under section 34.
- (10) The compensation is payable in respect of such period, not exceeding two months, as the court may determine; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.
- (11) "The relevant date" has the same meaning as in section 30.

32 Incorrect statement: contract-holder's application to court

- (1) The contract-holder under an occupation contract may apply to the court for a declaration that a written statement of the contract –
- (a) sets out a term of the contract incorrectly,
 - (b) incorrectly states that because of section 11(2) or 12(2) a fundamental provision applicable to the contract has not been incorporated as a term of the contract,
 - (c) incorrectly states that because of section 21(3) or 22(2) a supplementary provision applicable to the contract has not been incorporated as a term of the contract, or
 - (d) sets out a term that is not a term of the contract.
- (2) Subsection (1)(a) –
- (a) does not include the case where a term is set out with editorial changes permitted under section 26, but
 - (b) includes the case where the written statement sets out a term that is of no effect.
- (3) The contract-holder may not apply to the court under subsection (1) before the end of the period of two weeks starting with the relevant date.

- (4) If the court is satisfied that the ground in subsection (1)(a), (1)(b) or (1)(c) is made out, it may make a declaration setting out the correct term.
- (5) If the court is satisfied that the ground in subsection (1)(d) is made out, it may make a declaration that the term is not a term of the contract.
- (6) The court may –
 - (a) attach a written statement of the occupation contract to its declaration, or
 - (b) order the landlord to give the contract-holder a corrected written statement of the contract.
- (7) If the court is satisfied that the written statement is incorrect as described in subsection (1) because of the wilful default of the landlord, it may if it thinks fit order the landlord to pay the contract-holder compensation under section 34.
- (8) The compensation is payable in respect of such period, not exceeding two months, as the court may determine; and the court may order the landlord to pay interest at such rate and calculated in such manner as it thinks fit.
- (9) “The relevant date” has the same meaning as in section 30.

33 Incorrect statement: landlord’s application to court

- (1) This section applies if the landlord under an occupation contract is a community landlord and has given the contract-holder –
 - (a) a notice under section 6, but
 - (b) a written statement of the contract that is consistent with a secure contract.
- (2) The landlord may apply to the court for a declaration that the contract is a standard contract.
- (3) The court may not make the declaration if it is satisfied that, at the time the landlord gave the written statement to the contract-holder, it was the intention of the landlord that the contract should be a secure contract.
- (4) If the court makes the declaration each fundamental and supplementary provision applicable to the contract is to be treated as incorporated as a term of the contract without modification, unless the contract-holder claims it was not incorporated or was incorporated with modifications.
- (5) In that case the court must determine the contract-holder’s claim.
- (6) The court may –
 - (a) attach a written statement of the occupation contract to its declaration, or
 - (b) order the landlord to give the contract-holder a corrected written statement of the contract.

34 Amount of compensation

- (1) Where the landlord under an occupation contract is liable to pay compensation to the contract-holder under this section, the amount of compensation payable in respect of a particular day is equivalent to the amount of rent payable under the contract in respect of that day.

- (2) If the contract provides for rent to be paid in respect of periods other than a day, the amount of rent payable in respect of a single day is the appropriate proportion of the rent payable in respect of the period in which that day falls.
- (3) If compensation is payable because of section 30 or 92 (failure to provide statement), the contract-holder may apply to the court for an order increasing the amount of the compensation on the ground that the landlord's failure to provide a written statement was wilful.
- (4) If compensation is payable because of section 31 or 32 (incomplete or incorrect statement), the contract-holder may apply to the court for an order increasing the amount of the compensation.
- (5) On an application under subsection (3) or (4), the court may increase the amount of the compensation payable in respect of a particular day by such percentage, not exceeding 100 per cent, as it thinks fit.

Model contracts

35 Model contracts

- (1) The appropriate authority may prescribe model contracts for such descriptions of occupation contract as it thinks fit.
- (2) A model contract for an occupation contract of a particular description is a written statement appropriate to a contract of that description which incorporates without modification all the fundamental and supplementary provisions applicable to it.

PART 2

RIGHTS AND OBLIGATIONS UNDER OCCUPATION CONTRACTS

CHAPTER 1

DEPOSITS

Fundamental provisions of all contracts

36 Form of security

The landlord under an occupation contract may not require security to be given in any form other than –

- (a) money, or
- (b) a guarantee.

37 Requirement to use deposit scheme

- (1) If the contract-holder under an occupation contract pays a deposit (or another person pays a deposit on his behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- (2) Before the end of the period of 14 days starting with the day on which the deposit is paid, the landlord must give the contract-holder (and any person who has paid the deposit on his behalf) the required information.

- (3) The required information is information –
 - (a) identifying the authorised deposit scheme which applies,
 - (b) confirming the landlord’s compliance with the initial requirements of the scheme, and
 - (c) explaining the contract-holder’s (or that person’s) rights in relation to the deposit.
- (4) “Deposit” means money paid as security.

Further provision

38 Deposit schemes

- (1) The appropriate authority 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 body or 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 appropriate authority such information, and such facilities for obtaining information, as the appropriate authority may require.
- (5) The appropriate authority 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 appropriate authority may make regulations conferring powers and imposing duties on scheme administrators.

39 Required information

The appropriate authority may by regulations make provision as to what information is sufficient to comply with section 37(3).

40 Proceedings: form of security

- (1) This section applies if –
 - (a) the landlord under an occupation contract requires security to be given in a form which is not permitted by section 36, and
 - (b) security is given in that form.
- (2) The contract-holder (or any person who has given the security on his behalf) may apply to a county court for an order under subsection (3).

- (3) The order is an order requiring the person who appears to be holding the property constituting the security to return it.

41 Proceedings: deposit schemes

- (1) Where a deposit has been paid in connection with an occupation contract, the contract-holder (or any person who has paid the deposit on his behalf) may make an application to a county court on any of the following grounds.
- (2) The first ground is that the landlord has not complied with section 37(2).
- (3) The second 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.
- (4) The third ground is that the landlord has not complied with the initial requirements of an authorised deposit scheme.
- (5) The county court must act as follows if –
- (a) in the case of an application on the first or third ground, it is satisfied that the ground is made out, or
 - (b) in the case of an application on the second ground, it is not satisfied that the deposit is being held in accordance with an authorised deposit scheme.
- (6) It must order the person who appears to be holding the deposit –
- (a) to repay the deposit to the applicant before the end of the relevant period, or
 - (b) to pay it, before the end of that period, to the scheme administrator of an authorised custodial deposit scheme to be held in accordance with the scheme.
- (7) It must order the landlord to pay to the applicant, before the end of the relevant period, a sum of money equal to 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) A custodial deposit scheme is a scheme 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.

Interpretation

42 Interpretation

- (1) In this Act –
- “authorised deposit scheme” means a deposit scheme in force in accordance with arrangements under section 38,
 - “deposit” has the meaning given by section 37(4),
 - “deposit scheme” has the meaning given by section 38(2),

“initial requirements”, in relation to a deposit scheme, means the requirements of the scheme which must be complied with by the landlord when a deposit is paid,

“security” means security for the performance of the contract-holder’s obligations and the discharge of the contract-holder’s liabilities.

- (2) In this Act references to a deposit, in relation to a time after a deposit has been paid, are to a sum representing the deposit.

CHAPTER 2

CONDITION OF PREMISES

Fundamental provisions of secure contracts, periodic standard contracts and fixed term standard contracts for a term of less than 7 years

43 Landlord’s obligations

- (1) The landlord under a secure contract, a periodic standard contract and a fixed term standard contract made for a term of less than seven years must ensure that—
- (a) there is no category 1 hazard on the premises, and
 - (b) if the premises form part only of a building, there is no category 1 hazard on the structure or exterior of the building or the common parts.
- (2) The landlord must—
- (a) keep in repair the structure and exterior of the premises (including drains, gutters and external pipes), and
 - (b) keep in repair and proper working order the service installations in the premises.
- (3) If the premises form part only of a building, the landlord must—
- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which he has an estate or interest, and
 - (b) keep in repair and proper working order a service installation which directly or indirectly serves the premises, and which either—
 - (i) forms part of any part of the building in which he has an estate or interest, or
 - (ii) is owned by him or is under his control.
- (4) The standard of repair required by subsections (2) and (3) is that which is reasonable having regard to the age and character of the premises, and the period during which the premises are likely to be available for occupation as a home.
- (5) The landlord must make good any damage caused by works and repairs carried out in order to comply with his obligations under this section.
- (6) The landlord may not impose any obligation on the contract-holder in the event of the contract-holder’s enforcing or relying on the landlord’s obligations under this section.
- (7) In this Chapter—

“category 1 hazard” has the same meaning as in the Housing Act 2004 (c. 34) (see section 2), and

“service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

44 Limits on section 43: general

- (1) Section 43(1) does not impose any liability on the landlord in respect of a category 1 hazard which is incapable of being removed by the landlord at reasonable expense.
- (2) Subsections (1) and (2) of section 43 do not require the landlord –
 - (a) to rebuild or reinstate the premises or any part of them, in the case of destruction or damage by a relevant cause, or
 - (b) to keep in repair anything which the contract-holder is entitled to remove from the premises.
- (3) If the premises form part only of a building, subsections (1) and (3) of section 43 do not require the landlord to rebuild or reinstate any other part of the building in which he has an estate or interest, in the case of destruction or damage by a relevant cause.
- (4) Relevant causes are fire, storm and flood or other inevitable accident.
- (5) Section 43(3) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in working order affects the contract-holder’s enjoyment of –
 - (a) the premises, or
 - (b) the common parts that the contract-holder is entitled to use under the occupation contract.

45 Limits on section 43: contract-holder’s fault

- (1) Section 43(1) does not impose any liability on the landlord if the existence of a category 1 hazard is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the premises.
- (2) The landlord is not obliged by section 43 (2) or (3) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the premises.
- (3) “Lack of care” means a failure to take proper care –
 - (a) of the premises, or
 - (b) if the premises form part only of a building, of the common parts that the contract-holder is entitled to use under the occupation contract.

46 Limits on section 43: notice

- (1) The landlord’s obligations under subsections (2) and (3) of section 43 do not arise until the landlord becomes aware that works or repairs are necessary.
- (2) The landlord complies with his obligations under those subsections if he carries out the necessary works or repairs within a reasonable time after the day on which he becomes aware that they are necessary.

- (3) Subsection (4) applies if—
 - (a) the landlord (the “old landlord”) transfers his interest in the premises to another person (the “new landlord”), and
 - (b) the old landlord is aware before the date of the transfer that works or repairs are necessary in order to comply with section 43(2) or (3).
- (4) The new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

47 Access to premises

- (1) The landlord may enter the premises at any reasonable time for the purpose of—
 - (a) inspecting their condition and state of repair, or
 - (b) carrying out works or repairs needed in order to comply with section 43.
- (2) The landlord must give at least 24 hours’ notice to the contract-holder before exercising that power.
- (3) Subsection (4) applies where—
 - (a) the premises form part only of a building, and
 - (b) in order to comply with section 43 the landlord needs to carry out works or repairs in another part of the building.
- (4) The landlord is not liable for failing to comply with section 43 if he does not have sufficient rights over that other part of the building to enable him to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

48 Rights of permitted occupiers

- (1) A permitted occupier who suffers relevant damage as a result of the landlord failing to comply with subsection (2) or (3) of section 43 may enforce that subsection in his own right.
- (2) But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the premises, or the sub-occupation contract is made, in accordance with the terms of the occupation contract.
- (3) Relevant damage means personal injury, or loss of or damage to personal property.

Further provision

49 Specific performance

- (1) In any proceedings for breach of a repairing obligation under an occupation contract, the court may order specific performance of the obligation despite any equitable rule limiting the availability of that remedy.
- (2) Repairing obligations are—
 - (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and

- (b) obligations to keep any property fit for human habitation however expressed,
 and include a landlord's obligations under section 43.

50 Waste and tenant-like user

- (1) The contract-holder under an occupation contract is not liable for waste in respect of the premises.
- (2) The rule of law under which a tenant has an implied duty to use the demised premises in a tenant-like manner does not apply if the tenancy is an occupation contract.

CHAPTER 3

PROHIBITED CONDUCT

Fundamental provision of all contracts

51 Prohibited conduct

- (1) The contract-holder under an occupation contract may not use or threaten to use violence against a person lawfully living in the premises.
- (2) The contract-holder may not do anything which creates a risk of significant harm to a person lawfully living in the premises.
- (3) The contract-holder may not engage or threaten to engage in conduct that is capable of causing nuisance or annoyance to a person –
 - (a) living in the locality of the premises, or
 - (b) engaged in lawful activity in the premises or in the locality of the premises.
- (4) The contract-holder may not use or threaten to use the premises, or any common parts that the contract-holder is entitled to use under the occupation contract, for criminal purposes.
- (5) The contract-holder may not allow, incite, or encourage any person who is living in or visiting the premises to act as mentioned in subsection (1), (2) or (3).
- (6) The contract-holder may not allow, incite or encourage any person to act as mentioned in subsection (4).

Injunction against prohibited conduct

52 Injunction

- (1) This section applies if the contract-holder under an occupation contract is acting, has acted or threatens to act in breach of section 51.
- (2) The court may, on an application by the landlord, grant an injunction prohibiting the contract-holder from acting in breach of that section.

- (3) If there are joint contract-holders an application may be made, and an injunction granted, in respect of all of them or in respect of such of them as are specified in the application or injunction.
- (4) An injunction under this section may be made to have effect for a specified period or until varied or discharged.
- (5) An injunction under this section may be varied or discharged by the court on an application by –
 - (a) the landlord on whose application the injunction was made, or
 - (b) the person against whom it was made.
- (6) If the court thinks it reasonable to do so, it may grant (or vary) an injunction without the person against whom the injunction is sought (or against whom the injunction was made) having been given such notice as is otherwise required by rules of court.
- (7) If the court acts under subsection (6), it must give the person against whom the injunction is made an opportunity to make representations in relation to the injunction as soon as it is reasonably practicable for him to do so.

53 Exclusion order

- (1) This section applies if the court grants an injunction under section 52 to a community landlord or a registered charity and –
 - (a) the conduct in respect of which the injunction is granted involves the use or threatened use of violence, or
 - (b) there is a risk of significant harm to any person.
- (2) The court may include in the injunction a provision prohibiting the person against whom it is made from entering or being in –
 - (a) any premises specified in the injunction (including the premises subject to the occupation contract), or
 - (b) any area specified in the injunction.
- (3) The court may include in the injunction a provision requiring the person against whom it is made to exclude from the premises subject to the occupation contract any person specified in the injunction.

54 Power of arrest: general

- (1) Where the court grants an injunction under section 52 to a community landlord or a registered charity, it may attach a power of arrest to any provision of the injunction.
- (2) If it does so, it may provide that the power of arrest is to have effect for a shorter period than the other provisions of the injunction.
- (3) A period specified for the purposes of subsection (2) may be extended by the court (on one or more occasions) on an application to vary or discharge the injunction.
- (4) The court may vary or discharge the injunction in so far as it confers a power of arrest (whether or not any application has been made to vary or discharge any other provision of the injunction).

- (5) An injunction may be varied or discharged under subsection (4) on an application by –
- (a) the person against whom the injunction was made, or
 - (b) the community landlord or registered charity on whose application the injunction was made.

55 Power of arrest: applications without notice

- (1) This section applies if an injunction is granted under section 52 without notice of the application for the injunction having been given to the person against whom the injunction is made (“the respondent”).
- (2) In deciding whether to attach a power of arrest to the injunction, the court must have regard to all the circumstances including the matters in subsections (3) and (4).
- (3) The first matter is whether it is likely that the landlord will be deterred or prevented from seeking the attachment of a power of arrest if the court does not attach a power of arrest immediately.
- (4) The second matter is whether there is reason to believe –
- (a) that the respondent is aware of the proceedings but is deliberately evading service, and
 - (b) that the landlord or another person will be seriously prejudiced if the decision to attach a power of arrest is delayed until substituted service is effected.
- (5) If the court attaches a power of arrest to the injunction, it must give the respondent an opportunity to make representations as to the exercise of the power as soon as it is reasonably practicable for him to do so.

56 Arrest

- (1) If a power of arrest is attached to a provision of an injunction under section 52, a constable may arrest without warrant a person whom he has reasonable cause for suspecting to be –
- (a) in breach of the provision, or
 - (b) otherwise in contempt of court in relation to a breach of the provision.
- (2) After making an arrest under subsection (1), a constable must inform the landlord on whose application the injunction was granted.
- (3) A person arrested under subsection (1) must be brought before the relevant judge before the end of the period of 24 hours starting with the time of his arrest.
- (4) In reckoning a period of 24 hours for the purposes of subsection (3) no account is to be taken of Christmas Day, Good Friday or any Sunday.
- (5) Subsection (6) applies if under section 54 the court could have attached a power of arrest to a provision of an injunction, but did not.
- (6) If at any time the landlord on whose application the injunction was made considers that the person against whom the injunction was made has failed to comply with the injunction, the landlord may apply to the relevant judge for the issue of a warrant for the arrest of the person.

- (7) The relevant judge may not issue a warrant unless –
 - (a) the application is substantiated on oath, and
 - (b) he has reasonable grounds for believing that the person against whom the injunction was made has failed to comply with it.

57 Remand: general

- (1) If a person is brought before the relevant judge under section 56(3) or on a warrant issued under section 56(6) and the matter is not disposed of immediately, the judge may remand him.
- (2) Schedule 3 applies in relation to the power to remand a person under this section.
- (3) Subsection (4) applies if under Schedule 3 a person remanded under this section is granted bail.
- (4) The person may be required to comply, before release on bail or later, with such requirements as appear to be necessary to secure that he does not interfere with witnesses or otherwise obstruct the course of justice.

58 Remand for medical examination

- (1) If the relevant judge has reason to consider that a medical report will be required, he may exercise any power to remand a person under section 57 for the purpose of enabling a medical examination and report to be made in relation to the person.
- (2) If he does so, the adjournment is not to be for more than –
 - (a) four weeks at a time, or
 - (b) if the judge remands the person in custody, three weeks at a time.
- (3) Subsection (4) applies if there is reason to suspect that a person who has been arrested under section 56(1), or under a warrant issued under section 56(6), is suffering from mental illness or severe mental impairment.
- (4) The relevant judge has the same power to make an order under section 35 of the Mental Health Act 1983 (c. 20) (remand for report on mental condition) in the case of the person arrested as the Crown Court has under that section in the case of an accused person (within the meaning of that section).

Prohibited conduct contracts

59 Order imposing standard contract

- (1) If the landlord under a secure contract is a community landlord or a registered charity, it may apply to the court for an order under this section on the ground that the contract-holder is in breach of section 51.
- (2) The effect of an order under this section is –
 - (a) to end the secure contract from a date specified in the order, and
 - (b) if the contract-holder remains in occupation after the specified date, to create a periodic standard contract whose effective date is the date specified in the order.
- (3) The court may not make an order under this section unless it is satisfied that –

- (a) the contract-holder is in breach of section 51,
 - (b) it would have made an order for possession on the ground in section 183 (breach of contract) in reliance only on that breach,
 - (c) the landlord will make available to the contract-holder a programme of social support the aim of which is the prevention of prohibited conduct, and
 - (d) it is reasonable to make the order.
- (4) The appropriate authority may issue guidance as to the activities and services (including assistance, advice and counselling services) that may be included in a programme of social support for the purposes of subsection (3)(c).

60 Procedure

- (1) The court may not entertain the landlord's application for an order under section 59 unless –
- (a) the landlord has given notice to the contract-holder of his 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 subsection (1) must give particulars of the conduct in respect of which the order is sought and state that proceedings may not be brought –
- (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 subsection (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 59 and make a claim for recovery of possession of the premises.

61 Terms of standard contract

- (1) This section applies where a standard contract is created by an order under section 59.
- (2) If the landlord and the contract-holder agree the terms of the standard contract, the terms of the standard contract are the terms agreed.
- (3) Subsection (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 do not agree the terms of the 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 standard contract are the same as the terms of the secure contract.
- (5) In either case, it is a term of the standard contract that –

- (a) any arrears of rent payable at the end of the secure contract become payable under the 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 standard contract.

Further provision

62 Power to amend section 51

The appropriate authority may by order amend section 51.

63 Interpretation

- (1) In this Act “prohibited conduct” means conduct prohibited by section 51.
- (2) In this Chapter “relevant judge”, in relation to an injunction under section 52, means –
 - (a) if the injunction was granted by the High Court, a judge of that court, and
 - (b) if the injunction was granted by a county court, a judge or district judge of that or any other county court.

CHAPTER 4

OTHER RIGHTS AND OBLIGATIONS

Fundamental provisions of all contracts

64 Deception

- (1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement –
 - (a) the contract-holder is to be treated as being in breach of the occupation contract, and
 - (b) the landlord may accordingly make a claim to recover possession of the premises on the ground in section 183 (breach of contract).
- (2) A false statement is relevant if it is made knowingly or recklessly by –
 - (a) the contract-holder, or
 - (b) another person acting at the contract-holder's instigation.

65 Protection of right to occupy

- (1) The landlord under an occupation contract may not, by any act or omission, interfere with the contract-holder's right to occupy the premises.
- (2) The landlord does not interfere with the contract-holder's right by reasonably exercising his rights under the contract.
- (3) The landlord does not interfere with the contract-holder's right merely because he fails to comply with his repairing obligations (within the meaning of section 49(2)).

- (4) The landlord is to be treated as having interfered with the contract-holder's right if a person who—
- (a) claims under the landlord, or
 - (b) has an interest in the premises, or part of them, that is superior to the landlord's interest,
- interferes with the contract-holder's right by any lawful act or omission.

66 Right of set off

If the landlord under an occupation contract is liable to pay the contract-holder compensation under section 34, the contract-holder may set off that liability against rent.

67 Form of notices

Any notice or other document required or authorised to be given or made by an occupation contract must be in writing.

68 Information about parties

- (1) The landlord under an occupation contract must, before the end of the period of two weeks starting with the effective date of the contract, give the contract-holder notice of an address in England and Wales to which the contract-holder may send documents that are intended for the landlord.
- (2) If the landlord manages the premises through an agent the landlord must, before the end of the period of two weeks starting with the day on which he starts to manage the premises through the agent, give the contract-holder notice of the agent's name and address.
- (3) If there is a change in the identity of the landlord the new landlord must, before the end of the period of two weeks starting with the day on which he becomes the landlord, give the contract-holder notice that he has become the landlord.
- (4) If there is a change in the identity of the contract-holder the landlord must, before the end of the relevant period, give the new contract-holder notice that he has become the contract-holder under the contract.
- (5) The relevant period is two weeks starting with—
 - (a) the day on which the identity of the contract-holder changes, or
 - (b) if later, the day on which the landlord becomes aware that the identity of the contract-holder has changed.

69 Compensation for breach of section 68

- (1) If the landlord fails to comply with an obligation under section 68, he is liable to pay the contract-holder compensation under section 34.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until—
 - (a) the day on which the landlord gives the notice in question, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.

- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
- (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

Further provision

70 No distress for rent

- (1) If premises are subject to an occupation contract, no distress for the rent of the premises may be levied.
- (2) But that does not apply to distress levied under section 102 of the County Courts Act 1984 (c. 28).

71 Joint contract-holders

- (1) This section applies if there are two or more joint contract-holders under an occupation contract.
- (2) Each joint contract-holder is fully liable to the landlord for the performance of every obligation owed to the landlord under the occupation contract.
- (3) References in this Act to the contract-holder, except where otherwise provided, are to the joint contract-holders.
- (4) Subsection (3) applies even if the occupation contract is a tenancy and the leasehold estate is vested in one or more, but not all, of the joint contract-holders.

72 Joint landlords

- (1) This section applies if two or more persons jointly constitute the landlord under an occupation contract.
- (2) Each of them is fully liable to the contract-holder for the performance of every obligation owed to the contract-holder under the contract.
- (3) References in this Act to the landlord are to the persons who jointly constitute the landlord.

73 Landlord's consent: timing

- (1) Where a provision of an occupation contract permits something to be done with the landlord's consent, the landlord may give his consent after the thing has been done.
- (2) But this does not apply to—
 - (a) section 108 (adding a joint contract-holder), or
 - (b) any provision permitting the transfer of the occupation contract, or of a joint contract-holder's rights and obligations under the occupation contract.

74 Landlord's consent: reasonableness

- (1) This section applies to any provision of an occupation contract permitting something to be done with the landlord's consent, unless it is expressly excluded in relation to the provision or the provision is within subsection (2).
- (2) A provision is within this subsection if—
 - (a) the contract makes provision in relation to it which is inconsistent with subsection (5) or (11), or
 - (b) the contract provides in relation to it that if the landlord does not give or refuse consent, he is to be treated as having refused it.
- (3) A request for the landlord's consent must be made in writing, and references in this section to a request are to a written request.
- (4) The landlord may consent subject to conditions.
- (5) The landlord may not—
 - (a) unreasonably refuse consent, or
 - (b) consent subject to unreasonable conditions.
- (6) The landlord may ask for further information to enable him to deal with a request; but he may not do so after the end of the period of 14 days starting with the day on which the request is made.
- (7) If the landlord asks for information which it is not reasonable to ask for, he is to be treated as not having asked for that information.
- (8) If the landlord does not give or refuse consent in writing before the end of the relevant period, he is to be treated as having consented without conditions.
- (9) The relevant period is the period of two months starting with the later of—
 - (a) the day on which the request for consent is made, or
 - (b) if the landlord asks for information under subsection (6), the day on which the information is provided.
- (10) If the landlord consents subject to conditions he must give the contract-holder written notice of the conditions at the time he gives his consent; and if he does not do so he is to be treated as having consented without conditions.
- (11) If the landlord refuses consent or consents subject to conditions, the person who made the request may ask for a written statement of the landlord's reasons.
- (12) If the landlord does not give a written statement of his reasons before the end of the period of two months starting with the day on which the statement is asked for, the landlord is to be treated as having consented without conditions.

75 Application to court

- (1) This section applies where under section 74 the landlord gives a statement of his reasons for refusing consent or consenting subject to conditions.
- (2) The person who made the request for consent may apply to the court on the ground that—
 - (a) the landlord's refusal of consent is unreasonable, or
 - (b) one or more of the conditions imposed is unreasonable.

- (3) If the court is satisfied that the ground in subsection (2)(a) is made out it may declare that the landlord unreasonably refused his consent, and may also –
 - (a) declare that the landlord is to be treated as having consented without conditions, or
 - (b) direct the landlord to reconsider the request for consent.
- (4) If the court is satisfied that the ground in subsection (2)(b) is made out it may declare that one or more of the conditions is unreasonable, and may also –
 - (a) declare that the landlord is to be treated as having consented without conditions or subject to those conditions that were not declared unreasonable, or
 - (b) direct the landlord to reconsider the request for consent.
- (5) If the court makes a declaration under subsection (3) or (4) it may make any other order it thinks fit.

CHAPTER 5

SUPPORTED STANDARD CONTRACTS

General

76 Supported standard contract

In this Act –

- (a) “supported standard contract” means a standard contract which relates to supported accommodation, and
- (b) the enhanced management period of a supported standard contract is to be determined in accordance with sections 95 to 97.

77 Mobility

- (1) A supported standard contract may provide that during the enhanced management period the premises subject to the contract are such premises, within a building specified in the contract, as are from time to time specified by the landlord.
- (2) If it does so, then during the enhanced management period references in this Act to the premises subject to the occupation contract are to be treated as references to the premises for the time being specified by the landlord.

Fundamental provision

78 Temporary exclusion

- (1) This section applies during the enhanced management period of a supported standard contract.
- (2) If the landlord or the designated person reasonably believes that a contract-holder has done anything within subsection (3), he may require him –
 - (a) to leave the premises, and
 - (b) not to return to the premises for a specified period.

- (3) The acts are –
- (a) using violence against any person on the premises,
 - (b) doing something on the premises which creates a risk of significant harm to any person,
 - (c) behaving on the premises in a way which seriously impedes the ability of another resident of supported accommodation provided by the landlord to benefit from the support provided in connection with that accommodation.
- (4) The period specified under subsection (2)(b) may not be longer than 48 hours.
- (5) The landlord or the designated person must give a contract-holder required to leave the premises under this section a notice setting out the reasons why he is required to leave, and must do so –
- (a) when requiring him to leave, or
 - (b) as soon as reasonably practicable afterwards.
- (6) The landlord or designated person may use the power conferred by this section, in relation to a contract-holder, no more than three times in any period of six months.
- (7) In this section –
- “the designated person” means a person designated by the landlord as entitled to exercise the power under this section in relation to the premises, and
- “premises” includes any common parts.

PART 3

VARIATION OF OCCUPATION CONTRACTS

CHAPTER 1

VARIATION OF TERMS

Fundamental provisions of secure contracts

79 General

A secure contract may not be varied except –

- (a) in accordance with sections 80 to 82, or
- (b) by or as a result of any enactment.

80 Rent

- (1) The landlord may vary the rent payable under a secure contract by giving the contract-holder a notice proposing a new rent to take effect on the date specified in the notice.
- (2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (3) Subject to that –
 - (a) the first notice may specify any date, and

- (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

81 Fundamental terms

- (1) A fundamental term of a secure contract may be varied by agreement between the landlord and the contract-holder.
- (2) Subsection (1) does not apply to a fundamental term incorporating –
 - (a) section 51 (prohibited conduct),
 - (b) section 64 (securing contract by deception),
 - (c) section 111 (survivorship),
 - (d) section 159 (death of contract-holder).
- (3) An agreement to vary a fundamental term is of no effect unless as a result of the variation –
 - (a) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (b) the contract would afford the contract-holder a greater degree of protection than would be afforded in that case.

82 Supplementary and additional terms

- (1) A supplementary or additional term of a secure contract may be varied –
 - (a) by agreement between the landlord and the contract-holder, or
 - (b) by the landlord giving a notice of variation to the contract-holder.
- (2) Before giving a notice of variation the landlord must give the contract-holder a preliminary notice –
 - (a) informing the contract-holder that he intends to give a notice of variation,
 - (b) specifying the proposed variation and informing the contract-holder of its nature and effect, and
 - (c) inviting the contract-holder to comment on the proposed variation within the time specified in the notice.
- (3) The specified time must give the contract-holder a reasonable opportunity to comment.
- (4) The notice of variation must specify the variation effected by it and the date on which the variation takes effect.
- (5) The period between the day on which the notice of variation is given to the contract-holder and the date on which the variation takes effect may not be less than one month.
- (6) When giving a notice of variation the landlord must also provide the contract-holder with such information as he considers necessary to inform the contract-holder of the nature and effect of the variation.

83 Written statement of variation

- (1) If a secure contract is varied under sections 80 to 82 or by or as a result of any enactment the landlord must, before the end of the relevant period, give the contract-holder –

- (a) a written statement of the term or terms varied, or
 - (b) a written statement of the occupation contract as varied.
- (2) The relevant period is the period of two weeks starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).

Fundamental provisions of periodic standard contracts

84 General

A periodic standard contract may not be varied except –

- (a) in accordance with sections 85 to 87, or
- (b) by or as a result of any enactment.

85 Rent

- (1) The landlord may vary the rent payable under a periodic standard contract by giving the contract-holder a notice proposing a new rent to take effect on the date specified in the notice.
- (2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.
- (3) Subject to that –
 - (a) the first notice may specify any date, and
 - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

86 Other terms: the rule

- (1) The fundamental terms, supplementary terms and additional terms of a periodic standard contract may be varied –
 - (a) by agreement between the landlord and the contract-holder, or
 - (b) by the landlord in accordance with section 87.
- (2) Subsection (1) does not apply to a fundamental term incorporating –
 - (a) section 51 (prohibited conduct),
 - (b) section 64 (securing contract by deception),
 - (c) section 111 (survivorship),
 - (d) section 159 (death of contract-holder).
- (3) An agreement to vary a fundamental term is of no effect unless as a result of the variation –
 - (a) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (b) the contract would afford the contract-holder a greater degree of protection than would be afforded in that case.

87 Other terms: notice procedure

- (1) The landlord may give the contract-holder notice that unless the contract-holder consents to a variation of the contract, the landlord will take proceedings for possession on the ground in section 175 (landlord's notice).
- (2) The notice must—
 - (a) specify the nature of the variation and the date on which the variation is to take effect, and
 - (b) inform the contract-holder that the notice also has effect as a notice under section 173 (landlord's notice to end contract).
- (3) The date specified as the date on which the variation is to take effect may not be less than two months after the day on which the notice is given to the contract-holder.
- (4) If the contract-holder does not give written consent to the variation on or before the date on which it is to take effect, the landlord may make a possession claim on the ground in section 175 (landlord's notice).
- (5) If the landlord satisfies the requirements of this section, he is to be treated for the purposes of making the possession claim as having given notice to end the contract under section 173.
- (6) Subsections (4) and (5) do not apply in relation to a variation of a fundamental term unless as a result of the variation—
 - (a) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (b) the contract would afford the contract-holder a greater degree of protection than would be afforded in that case.

88 Written statement of variation

- (1) If a periodic standard contract is varied under sections 85 to 87 or by or as a result of any enactment the landlord must, before the end of the relevant period, give the contract-holder—
 - (a) a written statement of the term or terms varied, or
 - (b) a written statement of the contract as varied.
- (2) The relevant period is the period of two weeks starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).

Fundamental provisions of fixed term standard contracts

89 General

- (1) A fixed term standard contract may not be varied except—
 - (a) by agreement between the landlord and the contract-holder, or
 - (b) by or as a result of any enactment.
- (2) Subsection (1)(a) does not apply to a fundamental term incorporating—
 - (a) section 51 (prohibited conduct),
 - (b) section 64 (securing contract by deception),

- (c) section 111 (survivorship),
 - (d) section 159 (death of contract-holder).
- (3) An agreement to vary a fundamental term is of no effect unless as a result of the variation –
- (a) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (b) the contract would afford the contract-holder a greater degree of protection than would be afforded in that case.

90 Written statement of variation

- (1) If a fixed term standard contract is varied by agreement or by or as a result of any enactment the landlord must, before the end of the relevant period, give the contract-holder –
- (a) a written statement of the term or terms varied, or
 - (b) a written statement of the contract as varied.
- (2) The relevant period is the period of two weeks starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subsection (1).

Further provision

91 Periodic standard contracts: modification

Sections 86(1)(b) and 87 are not incorporated as terms of a periodic standard contract which does not incorporate section 173 (landlord's notice to end contract).

92 Failure to provide written statement etc.

- (1) If the landlord under an occupation contract fails to comply with an obligation under section 83, 88 or 90 he is liable to pay the contract-holder compensation under section 34.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until –
- (a) the day on which the landlord gives the contract-holder a written statement of the term or terms varied, or of the contract, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give the contract-holder a written statement on or before the day referred to in subsection (2)(b).
- (4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.
- (5) The relevant date is the day on which the contract was varied.

- (6) Subsections (1) to (5) do not apply if the landlord's failure to comply with the obligation is attributable to the act or omission of the contract-holder.
- (7) If under section 83, 88 or 90 the landlord gives the contract-holder a written statement of the contract as varied, sections 31 and 32 (incomplete and incorrect statements) apply to the statement as if references in those sections to the relevant date were to the day on which the contract was varied.

93 Meaning of “variation”

In this Act “variation”, in relation to an occupation contract –

- (a) includes the addition or removal of a term,
- (b) does not include any change in the identity of the landlord or contract-holder under the contract.

CHAPTER 2

STANDARD CONTRACTS THAT BECOME SECURE CONTRACTS

Supported standard contracts

94 Conversion to secure contract

A supported standard contract becomes a secure contract immediately after the end of the enhanced management period if at the end of that period –

- (a) the contract subsists, and
- (b) the landlord under the contract is a community landlord.

95 Enhanced management period

- (1) The enhanced management period of a supported standard contract is the period of two years starting with the effective date of the contract.
- (2) But if there is an extension under section 97, the enhanced management period ends immediately after the contract ends.
- (3) Subsection (4) applies instead of subsection (1) if, at the end of what would be the enhanced management period under subsection (1) –
 - (a) a possession claim made by the landlord in respect of the premises has not been concluded, or
 - (b) the landlord has given the contract-holder a possession notice or a notice under section 173 or 180 (landlord's notices to end contract), and the period before the end of which he may make a possession claim has not ended.
- (4) The enhanced management period is the period starting with the effective date of the contract and ending –
 - (a) when a relevant event occurs, or
 - (b) if no relevant event occurs, immediately after the contract ends.
- (5) In a case within subsection (3)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (6) In a case within subsection (3)(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.

96 Modification of section 95

- (1) This section applies if –
 - (a) a contract-holder under a supported standard contract (“the current contract”) was previously a contract-holder under one or more relevant supported standard contracts (“the previous contracts”), and
 - (b) the current contract is the immediate successor of the previous contract (or one of the previous contracts).
- (2) A relevant supported standard contract is a supported standard contract relating to –
 - (a) the premises to which the current contract relates, or
 - (b) premises in the same unit as the premises to which the current contract relates.
- (3) If there is a sole contract-holder and one previous contract, the reference in section 95(1) to the effective date of the contract is to be treated as a reference to the effective date of the previous contract.
- (4) If there is a sole contract-holder and two or more previous contracts, the reference in section 95(1) to the effective date of the contract is to be treated as a reference to the effective date of the most recent of the previous contracts which was not itself the immediate successor of a relevant supported standard contract.
- (5) If there are joint contract-holders the reference in section 95(1) to the effective date of the contract is to be treated as a reference to the relevant date.
- (6) The relevant date is determined by –
 - (a) identifying, in relation to each joint contract-holder, the date to which section 95(1) would be treated as referring under subsections (3) and (4) if he were the sole contract-holder, and
 - (b) taking the earliest of those dates.
- (7) Subsection (8) applies if –
 - (a) the enhanced management period of a previous contract was extended under section 97, and
 - (b) the date to which section 95(1) referred in relation to the previous contract was the same as the date to which section 95(1) refers in relation to the current contract.
- (8) The enhanced management period of the current contract ends immediately after the current contract ends.
- (9) A supported standard contract (“contract 2”) is the immediate successor of another supported standard contract (“contract 1”) if contract 1 ends immediately before the effective date of contract 2.

97 Extending the enhanced management period

- (1) The landlord may extend the enhanced management period of a supported standard 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 enhanced management period would end under section 95(1).
- (3) The landlord may not give a notice of extension unless he is satisfied that there is a need for the power in section 78 (temporary exclusion) to continue to be available to the landlord in respect of the contract-holder (or, if there are joint contract-holders, in respect of one or more of them).
- (4) The notice of extension must –
 - (a) state that the landlord has decided to extend the enhanced management period because he is satisfied as mentioned in subsection (3), and
 - (b) set out his reasons for being satisfied.
- (5) If the contract-holder has the right to apply for a review under section 107, the notice of extension must also inform him of that right and of the time by which the application must be made.
- (6) In making the decision to extend the enhanced management period the landlord may take into account the behaviour of the contract-holder (or, if there are joint contract-holders, the behaviour of any of them).

Probationary standard contracts

98 Conversion to secure contract

- (1) An occupation contract which –
 - (a) is a standard contract because of paragraph 3 of Schedule 2, and
 - (b) subsists at the end of the probation period,becomes a secure contract immediately after the end of that period.
- (2) Subsection (1) does not apply if the probation period ends because of section 99(6).
- (3) In this Act “probationary standard contract” means a contract which is a standard contract because of paragraph 3 of Schedule 2, and in relation to which the probation period has not yet ended.

99 Probation period

- (1) The probation period, in relation to an occupation contract which is a standard contract because of paragraph 3 of Schedule 2, is –
 - (a) the period of 12 months starting with the probation date of the contract or,
 - (b) if there is an extension under section 101, the period of 18 months starting with the probation date of the contract.
- (2) But subsection (3) applies instead of subsection (1) if, at the end of what would be the probation period under subsection (1) –

- (a) a possession claim made by the landlord in respect of the premises has not been concluded, or
 - (b) the landlord has given the contract-holder a possession notice or a notice under section 173 or 180 (landlord's notices to end contract), and the period before the end of which he may make a possession claim has not ended.
- (3) The probation period is the period starting with the probation 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 subsection (2)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (5) In a case within subsection (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, before the time at which the probation period would end apart from this subsection, a private landlord becomes the landlord under the contract, the probation period ends.
- (7) The probation date of an occupation contract is –
- (a) the effective date of the contract, or
 - (b) if the contract became a standard contract because of paragraph 3 of Schedule 2 on a community landlord becoming the landlord under the contract, the day the community landlord became the landlord.

100 Modification of section 99

- (1) This section applies in relation to an occupation contract which is a standard contract because of paragraph 3 of Schedule 2 if –
- (a) a contract-holder under the contract (“the current contract”) was previously a contract-holder under one or more probationary standard contracts (“the previous contracts”), and
 - (b) the current contract is the immediate successor of the previous contract (or one of the previous contracts).
- (2) If there is a sole contract-holder and one previous contract, the probation date of the current contract is the same as the probation date of the previous contract.
- (3) If there is a sole contract-holder and two or more previous contracts, the probation date of the current contract is the same as the probation date of the most recent of the previous contracts which was not itself the immediate successor of a probationary standard contract.
- (4) If there are joint contract-holders, the probation date of the contract is determined by –
- (a) identifying, in relation to each joint contract-holder, what the probation date would be under subsections (2) and (3) if he were the sole contract-holder, and
 - (b) taking the earliest of those dates.

- (5) Subsection (6) applies if the probation period of a previous contract with the same probation date as the current contract was extended under section 101.
- (6) The probation period of the current contract is the period of 18 months starting with the probation 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 effective date of contract 2.

101 Extending the probation period

- (1) The landlord may extend the probation period to the period of 18 months starting with the probation 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 probation period would end under section 99(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 that decision.
- (4) If the contract-holder has the right to apply for a review under section 107, the notice of extension must also inform him of that right and of the time by which the application must be made.
- (5) In making the decision to extend the probation period, the landlord may take into account –
 - (a) the behaviour of the contract-holder (or, if there are joint contract-holders, the behaviour of any of them), and
 - (b) the behaviour of any person who appears to the landlord to live in the premises.
- (6) A landlord may take a person’s behaviour into account under subsection (5)(b) whether or not the person lives continuously in the premises, and whatever the capacity in which the person lives in the premises.

Prohibited conduct standard contracts

102 Conversion to secure contract

- (1) A standard contract which –
 - (a) is a standard contract because of an order under section 59, and
 - (b) subsists at the end of the trial period,becomes a secure contract immediately after the end of that period.
- (2) Subsection (1) does not apply if the trial period ends because of section 103(9).
- (3) In this Act “prohibited conduct standard contract” means a contract which is a standard contract because of an order under section 59, and in relation to which the trial period has not yet ended.

103 Trial period

- (1) The trial period, in relation to an occupation contract which is a standard contract because of an order under section 59, is –
 - (a) the period of 12 months starting with the effective date of the contract, or
 - (b) if there is an extension under section 104, the period of 18 months starting with the effective date of the contract.
- (2) If the landlord gives the contract-holder notice that the trial period will end before the time at which it would end under subsection (1), the period ends on the date specified in the notice.
- (3) If under section 105 the court orders that the trial period will end before the time at which it would end under subsection (1), the period ends on the date specified in the order.
- (4) If subsections (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) Subsection (6) applies instead of subsections (1) to (4) if, at the end of what would be the trial period under those subsections –
 - (a) a possession claim made by the landlord in respect of the premises 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 he may make a possession claim has not ended.
- (6) The trial period is the period starting with the effective 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 subsection (5)(a) the relevant event is the conclusion of the possession claim in favour of the contract-holder.
- (8) In a case within subsection (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, before the time at which the trial period would end apart from this subsection, a private landlord other than a registered charity becomes the landlord under the contract, the trial period ends.

104 Extending the trial period

- (1) The landlord may extend the trial period to the period of 18 months starting with the effective 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 trial period would end under section 103(1)(a).

- (3) The notice of extension must state that the landlord has decided to extend the trial period, and set out the reasons for the landlord's decision.
- (4) If the contract-holder has the right to apply for a review under section 107, the notice of extension must also inform him of that right and of the time by which the application must be made.
- (5) In making the decision to extend the trial period, the landlord may take into account—
 - (a) the behaviour of the contract-holder (or, if there are joint contract-holders, the behaviour of any of them), and
 - (b) the behaviour of any person who appears to the landlord to live in the premises.
- (6) A landlord may take into account a person's behaviour under subsection (5)(b) whether or not the person lives continuously in the premises, and whatever the capacity in which the person lives in the premises.

105 Application to end trial period

- (1) The contract-holder under an occupation contract which is a standard contract because of an order under section 59 may apply to the court for an order ending the trial period before the time at which it would end under section 103(1).
- (2) The application may be made at any time after the end of the period of six months starting with the effective date of the contract.
- (3) The court may end the trial period only if it is satisfied that—
 - (a) it is no longer necessary for the contract-holder to occupy under a 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.

Supplementary

106 Terms of secure contract

- (1) This section applies where under this Chapter a standard contract becomes a secure contract.
- (2) If the landlord and the contract-holder have agreed what the terms of the contract are to be in that event, the terms of the contract are the terms agreed.
- (3) Subsection (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 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 standard contract.

107 Review of decision to extend

- (1) This section applies if a landlord gives a notice of extension under section 97, 101 or 104, and the landlord's decision to give the notice is subject to judicial review.
- (2) The contract-holder may apply to a county court for a review of the decision.
- (3) The application must be made before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the notice.
- (4) The county court hearing the application may confirm or quash the decision.
- (5) 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.
- (6) 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.
- (7) If the landlord gives the contract-holder a further notice under section 97, 101 or 104 before the end of the relevant period, the notice has effect as if given in accordance with section 97(2), 101(2) or 104(2).
- (8) The relevant period is the period of 14 days beginning with the day on which the county court quashes the decision.

PART 4

ADDITION AND REMOVAL OF JOINT CONTRACT-HOLDERS

Addition: fundamental provision of all contracts

108 Adding a contract-holder

- (1) The contract-holder under an occupation contract may, with the consent of the landlord, make another person a joint contract-holder under the contract.
- (2) If a person is made a joint contract-holder under this section he becomes entitled to all the rights, and subject to all the obligations, of a contract-holder under the contract from the day on which he becomes a joint contract-holder.

Addition: further provision

109 Adding a contract-holder and landlord's consent

What is reasonable under section 74 (landlord's consent), as it applies in relation to section 108, is to be determined having regard to Schedule 4.

110 Formalities

- (1) The addition of a joint contract-holder under an occupation contract may be effected only by a document signed by each individual who is, and executed by each corporation which is, a party to the transaction.

- (2) The landlord is a party to the transaction for the purposes of subsection (1), except in a case where he is treated as having consented under section 74(8), (10) or (12).

Survivorship: fundamental provision of all contracts

111 Survivorship

- (1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the contract for some other reason, from the time he ceases to be a party the remaining joint contract-holders are –
 - (a) fully entitled to all the rights under the contract, and
 - (b) liable to perform fully every obligation owed to the landlord under the contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he ceases to be a party to the contract.
- (3) Nothing in subsection (1) or (2) removes any right or waives any liability of the joint contract-holder accruing before he ceases to be a party to the contract.
- (4) This section does not apply where a joint contract-holder ceases to be a party to the contract because his rights and obligations under the contract are transferred in accordance with the contract.

Withdrawal: fundamental provision of secure contracts and periodic standard contracts

112 Withdrawal

- (1) A joint contract-holder under a secure contract or a periodic standard contract may withdraw from the contract by giving a notice (a “withdrawal notice”) to the landlord.
- (2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the “withdrawal date”).
- (3) The joint contract-holder must give a written warning to the other joint contract-holders when he gives the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after he receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- (5) The joint contract-holder ceases to be a party to the contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under section 167 (contract-holder’s notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- (7) Subsection (3) does not apply to a notice which is treated as a withdrawal notice because of subsection (6).

*Withdrawal: further provision***113 Power to prescribe time limits**

The appropriate authority may prescribe supplementary provisions specifying a minimum time period between the date on which a notice under section 112 is given to the landlord, and the date specified in the notice.

114 Withdrawal using contract-holder's break clause

- (1) This section applies if a fixed term standard contract contains a contract-holder's break clause.
- (2) The contract may provide that if there are joint contract-holders, a notice given to the landlord by one or more (but not all) of them that purports to be a notice under the break clause is to be treated as a notice that the joint contract-holder wishes (or the joint contract-holders wish) to withdraw from the contract ("a withdrawal notice").
- (3) If it does so, it must also make provision equivalent to section 112(4) and (5).

*Exclusion***115 Non-occupation: exclusion by landlord**

- (1) If the landlord under an occupation contract believes that a relevant joint contract-holder ("J") –
 - (a) does not occupy the premises, and
 - (b) does not intend to occupy them,the landlord may end J's rights and obligations in accordance with this section.
- (2) A joint contract-holder is a relevant joint contract-holder if it is a term of the contract (however expressed) that he must occupy the premises as his only or principal home.
- (3) The landlord must give J notice –
 - (a) stating that the landlord believes that J does not occupy, and does not intend to occupy, the premises,
 - (b) requiring J to inform the landlord in writing before the end of the warning period if J intends to occupy the premises, and
 - (c) informing J of the landlord's intention to end J's rights and obligations under the contract if at the end of the warning period the landlord is satisfied that J does not occupy, and does not intend to occupy, the premises.
- (4) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.
- (5) During the warning period the landlord must make such inquiries as are necessary to satisfy himself that J does not occupy the premises and does not intend to occupy them.
- (6) At the end of the warning period the landlord may, if he is satisfied as described in subsection (5), end J's rights and obligations under the contract by giving him a notice.

- (7) J ceases to be a party to the contract at the end of the period of eight weeks starting with the day on which he is given notice under subsection (6).
- (8) The landlord must give a copy of a notice under subsection (3) or (6) to each of the other joint contract-holders.

116 Remedies for exclusion under section 115

- (1) J may, before the end of the period of eight weeks starting with the day on which he is given notice under section 115(6), apply to the court on a ground in subsection (2) for a declaration or order under subsection (3).
- (2) The grounds are –
 - (a) that the landlord failed to give notice under section 115(3) or failed to make the inquiries required by section 115(5),
 - (b) that J occupied, or intended to occupy, the premises and his failure to respond (or to respond adequately) to the notice under section 115(3) was justifiable,
 - (c) that when the landlord gave the notice to J under section 115(6) the landlord did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the premises.
- (3) If the court finds that one or more of the grounds are made out it may –
 - (a) make a declaration that the notice under section 115(6) is of no effect and that J continues to be a party to the contract, and
 - (b) make such further order as it thinks fit.

117 Non-occupation: exclusion by joint contract-holder

- (1) If a relevant joint contract-holder (“J”) under an occupation contract is believed by another joint contract-holder (“C”) –
 - (a) not to occupy the premises, and
 - (b) not to intend to occupy them,J’s rights and obligations under the contract may be ended in accordance with this section.
- (2) A joint contract-holder is a relevant joint contract-holder if it is a term of the contract (however expressed) that he must occupy the premises as his only or principal home.
- (3) C must give J notice –
 - (a) stating that C believes that J does not occupy, and does not intend to occupy, the premises,
 - (b) requiring J to inform C in writing before the end of the warning period if J intends to occupy the premises, and
 - (c) informing J that if at the end of the warning period C is satisfied that J does not occupy, and does not intend to occupy, the premises, J’s rights and obligations under the contract may be ended.
- (4) C must give a copy of a notice under subsection (3) –
 - (a) to the landlord, and
 - (b) if there are joint contract-holders other than C and J, to each of those other joint contract-holders.

- (5) During the warning period C must make such inquiries as are necessary to satisfy himself that J does not occupy the premises and does not intend to occupy them.
- (6) At the end of the warning period C may, if he is satisfied as described in subsection (5), apply to the court for an order ending J's rights and obligations under the occupation contract.
- (7) If the court is satisfied that J does not occupy, and does not intend to occupy, the premises, it may make the order applied for under subsection (6).
- (8) But it may not make the order if the fact that J does not occupy, and does not intend to occupy, the premises is attributable to C or another joint contract-holder failing to comply with section 51(1) or (2) (prohibited conduct).
- (9) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.
- (10) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to J.

118 Remedies for exclusion under section 117

- (1) Subsection (2) applies if the court makes an order under section 117 ending J's rights and obligations under the occupation contract.
- (2) J may, before the end of the period of six months starting with the day on which the order is made, apply to the court on a ground in subsection (3) for a declaration or order under subsection (4).
- (3) The grounds are—
 - (a) that C failed to give notice under section 117(3) or failed to make the inquiries required by section 117(5),
 - (b) that J occupied, or intended to occupy the premises and his failure to respond (or to respond adequately) to the notice under section 117(3) was justifiable,
 - (c) that when C applied to the court he did not have reasonable grounds for being satisfied that J did not occupy, and did not intend to occupy, the premises.
- (4) If the court finds that one or more of the grounds is made out it may—
 - (a) rescind its order under section 117 and declare that J continues to be a party to the occupation contract, and
 - (b) make such further order as it thinks fit.

119 Prohibited conduct: exclusion by landlord

- (1) If the landlord under an occupation contract believes that a joint contract-holder ("J") is in breach of section 51 (prohibited conduct), J's rights and obligations under the contract may be ended in accordance with this section.
- (2) The landlord must give J a notice—
 - (a) stating that the landlord believes that J is in breach of section 51,
 - (b) specifying particulars of the breach, and
 - (c) stating that the landlord will apply to the court for an order ending J's rights and obligations under the contract.

- (3) The landlord must give a copy of a notice under subsection (2) to the other joint contract-holders.
- (4) The landlord may apply to the court for an order ending J's rights and obligations under the contract at any time before the end of the period of 6 months starting with the day on which the landlord gives J the notice under subsection (2).
- (5) The court may make such an order if it would have made an order for possession against J, had the circumstances been those mentioned in subsection (6).
- (6) The circumstances are that—
 - (a) J was the sole contract-holder under the contract, and
 - (b) the landlord had made a possession claim against J on the ground that J was in breach of section 51.
- (7) If the court makes the order, J ceases to be a party to the contract on the date specified in the order.

PART 5

TRANSMISSION OF OCCUPATION CONTRACTS ETC.

CHAPTER 1

DEALING

Dealing: fundamental provision of all contracts

120 Dealing: general prohibition

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

Dealing: further provision

121 Dealing and landlord's consent

- (1) Where section 74 (landlord's consent) applies in relation to a dealing provision, what is reasonable under that section is to be determined having regard to Schedule 4.
- (2) A dealing provision is a provision of an occupation contract which permits the contract-holder or a joint contract-holder to deal with anything mentioned in section 120(1) or (2) with the landlord's consent.
- (3) Section 19(1) of the Landlord and Tenant Act 1927 (c. 36) (effect of covenants not to assign etc. without consent) does not apply to a tenancy which is an occupation contract.

Lodgers: fundamental provision of secure contracts

122 Lodgers

The contract-holder under a secure contract may allow persons to live in the premises as lodgers.

Sub-occupation

123 Sub-occupation contract never takes effect as transfer

- (1) This section applies where the contract-holder under an occupation contract ("the head contract") enters into a sub-occupation contract, and the term of the sub-occupation contract ends at the same time as the term of the head contract.
- (2) The sub-occupation contract takes effect as such (and not as a transfer to the sub-holder).

124 Failure to comply with conditions

- (1) This section applies if an occupation contract ("the head contract") permits the contract-holder to enter into a sub-occupation contract with the consent of the landlord ("the head landlord").
- (2) A sub-occupation contract is not to be treated as made otherwise than in accordance with the head contract only because—
 - (a) the head landlord consents subject to conditions, and
 - (b) the conditions are not complied with.
- (3) But if in such a case the sub-occupation contract is a secure contract or a fixed term standard contract, the head landlord may elect to treat it as a periodic standard contract having the characteristics mentioned in subsection (5).
- (4) If he does so, it is to be treated as such a contract in any question arising between the sub-holder and any person other than the contract-holder.
- (5) The characteristics are that—
 - (a) all the fundamental and supplementary provisions applicable to a periodic standard contract are incorporated without modification,

- (b) any terms of the secure contract or fixed term standard contract which are incompatible with those provisions have no effect, and
- (c) otherwise, the terms of the contract are the same as the terms of the secure contract or fixed term standard contract.

125 Termination of head contract

- (1) This section applies if –
 - (a) the contract-holder under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
 - (b) the head contract ends after its effective date.
- (2) If the sub-occupation contract subsists immediately before the head contract ends –
 - (a) the sub-occupation contract continues, and
 - (b) the contract-holder’s rights and obligations as landlord under the sub-occupation contract are transferred to the head landlord.
- (3) If the sub-holder asks the head landlord for a written statement of the contract under section 24(3), the references to the contract-holder in sections 29(4) and 30(5) (failure to provide statement) include the person who was the contract-holder under the head contract.
- (4) This section does not apply if the head contract is a fixed term standard contract which ends at the end of the fixed term.

126 Termination of head contract: further provision

- (1) Nothing in section 125 affects any right of the head landlord under section 124(3) (power to treat sub-occupation contract as periodic standard contract).
- (2) Nothing in section 125 makes the head landlord liable to the sub-holder in respect of any breach of the sub-occupation contract committed by the contract-holder.
- (3) Nothing in section 125 makes the sub-holder liable to the head landlord in respect of any breach by the sub-holder of the sub-occupation contract that occurred before the head contract ended.
- (4) But the head landlord may be liable to the sub-holder (or the sub-holder to the head landlord) to the extent that any breach of the sub-occupation contract continues after the head contract ends.
- (5) Subsections (3) and (4) do not affect any power conferred on the head landlord by the sub-occupation contract.

127 Extended possession order

- (1) This section applies if –
 - (a) the contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract, and
 - (b) after the sub-occupation contract is entered into, C’s landlord (“H”) makes a possession claim against C.

- (2) In the proceedings on the claim against C, H may apply for an order for possession against the sub-holder (“S”) in respect of the premises subject to the sub-occupation contract (an “extended possession order”).
- (3) The court may consider making an extended possession order against S only if it has decided to make an order for possession against C.
- (4) The court may make an extended possession order against S only if it would have made an order for possession against S, had an application for such an order been made by C in a possession claim made by C against S.
- (5) In determining whether to make an extended possession order against S, the court may take into account –
 - (a) whether H gave S notice of his intention to apply for an extended possession order (in writing or otherwise), and
 - (b) the length of any notice so given.

128 Exclusion of contract-holder

- (1) This section applies if a contract-holder (“C”) under an occupation contract (“the head contract”) enters into a sub-occupation contract in accordance with the head contract.
- (2) If the sub-holder (“S”) believes that C no longer considers himself to be a party to the head contract and the sub-occupation contract, S may secure that the head contract is ended in accordance with this section.
- (3) S must give C a notice –
 - (a) stating that S believes that C no longer considers himself to be a party to the head contract and the sub-occupation contract,
 - (b) requiring C to inform S in writing before the end of the warning period if he does consider himself to be a party to one or both of those contracts, and
 - (c) informing C that after the warning period the head contract may be ended and his rights and obligations under the sub-occupation contract may be transferred to C’s landlord (“H”).
- (4) S must give a copy of the notice to H.
- (5) During the warning period, S must make such inquiries as are necessary to satisfy himself that C no longer considers himself to be a party to the head contract and the sub-occupation contract.
- (6) At the end of the warning period S may apply to the court for an order that –
 - (a) the head contract is to be treated as having ended, and
 - (b) C’s rights and obligations as landlord under the sub-occupation contract are to be transferred to H in accordance with sections 125 and 126.
- (7) If the court is satisfied that C does not consider himself to be a party to the head contract and the sub-occupation contract, it may make the order applied for under subsection (6); and if it does so it must specify the date from which the head contract is to be treated as having ended.
- (8) The court may not make an order under subsection (7) in favour of S if it would have made an order for possession against S, had an application for such an order been made by C in a possession claim made by C against S.

- (9) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to C.

129 Excluded contract-holder’s remedies

- (1) This section applies if the court makes an order against C under section 128(7).
- (2) Before the end of the period of six months starting with the day on which the order is made, C may apply to the court on a ground in subsection (3) for a declaration or order under subsection (4).
- (3) The grounds are –
 - (a) that S failed to give C a notice under section 128(3) or failed to make the inquiries required by section 128(5),
 - (b) that C did consider himself to be a party to the head contract or the sub-occupation contract or both of them and his failure to respond (or to respond adequately) to the notice under section 128(3) was justifiable,
 - (c) that, when S applied to the court, he did not have reasonable grounds for being satisfied that C considered himself not to be a party to the head contract and the sub-occupation contract.
- (4) If the court finds that one or more of the grounds is made out, it may –
 - (a) rescind its order under section 128(7) and declare that the head contract continues to have effect in relation to the premises, and
 - (b) make such further order as it thinks fit.

130 Interpretation

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

Transfer: fundamental provision of secure contracts

131 Transfer to potential successor

- (1) The contract-holder under a secure contract may transfer the contract as described in this section, but only if the landlord consents.
- (2) The contract-holder may transfer the contract to –
 - (a) a potential successor, or
 - (b) if there are two or more potential successors, all of the potential successors who wish to be included in the transfer.
- (3) If there is a sole contract-holder a potential successor is a person who, under section 142, would be qualified to succeed the contract-holder if the contract-holder died immediately before the transfer.

- (4) If there are joint contract-holders a potential successor is a person who, under section 142, would be qualified to succeed a joint contract-holder if—
 - (a) the joint contract-holder died immediately before the transfer, and
 - (b) when the joint contract-holder died he was the sole contract-holder.

Transfer: fundamental provision of secure contracts with community landlord

132 Transfer to secure contract-holder

- (1) The contract-holder under a secure contract under which the landlord is a community landlord may transfer the contract as described in this section, but only if the landlord consents.
- (2) The contract-holder may transfer the contract to a person who—
 - (a) before the transfer is a contract-holder under a secure contract under which the landlord is a community landlord, and
 - (b) immediately before the transfer will cease to be the contract-holder under the contract mentioned in paragraph (a).

Transfer: fixed term standard contracts

133 Transfer on death of sole contract-holder

- (1) A fixed term standard contract may provide that on the death of a sole contract-holder, the contract may be transferred in the course of the administration of the contract-holder's estate.
- (2) Section 141 (right to succeed) does not apply to a fixed term standard contract that contains such provision.
- (3) Section 159 (termination of contract on death) is not incorporated as a term of a fixed term standard contract that contains such provision.

134 Forced transfers

- (1) A fixed term standard contract may provide that if there are joint contract-holders, one or more of them may require the other joint contract-holder or joint contract-holders to join in a transfer of the contract in accordance with the contract.
- (2) If the contract contains such provision, the joint contract-holder or joint contract-holders wishing to transfer the occupation contract may apply to the court for an order that the other joint contract-holder or joint contract-holders join in the transfer.
- (3) The court may make the order applied for if it thinks fit.

135 Joint contract-holder's interest

- (1) This section applies if a fixed term standard contract provides that a joint contract-holder may transfer his rights and obligations under the contract.
- (2) The contract must also provide that a transfer may not be made unless the transferor gives notice to the other joint contract-holders that a transfer will be made.

- (3) The contract must also provide that the transferee is not entitled to occupy the premises without the consent of the other joint contract-holders.

136 Transfer on death of joint contract-holder

- (1) This section applies if a fixed term standard contract provides that on the death of a joint contract-holder his rights and obligations under the contract may be transferred in the course of the administration of his estate.
- (2) The contract must also provide that a transfer may not be made unless the joint contract-holder gives notice to the other joint contract-holders before his death that such a transfer will be made.
- (3) The contract must also provide that the transferee is not entitled to occupy the premises without the consent of the other joint contract-holders.

Transfer: further provision

137 Form of transfer

- (1) This section applies to—
 - (a) a transfer of an occupation contract by the contract-holder,
 - (b) a transfer by a joint contract-holder of his rights and obligations under an occupation contract.
- (2) The transfer must be signed by each individual who is, and executed by each corporation which is, a party to the transfer.
- (3) If the contract requires the landlord's consent to the transfer, the landlord is a party to the transfer for the purposes of subsection (1).
- (4) But the landlord is not a party in a case where his consent to the transfer is required and he is treated as having consented under section 74(8), (10) or (12).
- (5) A transfer to which this section applies is of no effect if it does not comply with subsection (2).
- (6) This section does not apply to a transfer in accordance with a provision included in the contract under section 133 or 136.

138 Effect of authorised transfer under section 137

- (1) If an occupation contract is transferred by the contract-holder in accordance with the contract and section 137, on the transfer date—
 - (a) the transferee becomes entitled to all the rights and subject to all the obligations of the contract-holder under the contract, and
 - (b) the contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.
- (2) If a joint contract-holder's rights and obligations under an occupation contract are transferred in accordance with the contract and section 137, on the transfer date—
 - (a) the transferee becomes entitled to all the rights and subject to all the obligations of the joint contract-holder under the contract, and
 - (b) the joint contract-holder ceases to be entitled to any rights or subject to any obligations under the contract.

- (3) Subsection (2)(a) is subject to any provision included in the contract because of sections 135(3) or 136(3).
- (4) Nothing in subsection (1)(b) or (2)(b) removes any right or waives any liability accruing before the transfer date.
- (5) The transfer date is the day agreed by the transferor and transferee as the day on which the transfer takes effect.

139 Effect of unauthorised transfer

- (1) This section applies to –
 - (a) a transfer of an occupation contract by the contract-holder otherwise than in accordance with the contract, and
 - (b) a transfer by a joint contract-holder of his rights and obligations under an occupation contract otherwise than in accordance with the contract.
- (2) If the landlord accepts payments from the transferee in respect of the transferee's occupation of the premises, at a time when the landlord –
 - (a) knows that the transfer was made otherwise than in accordance with the contract, or
 - (b) ought reasonably to know that the transfer was made otherwise than in accordance with the contract,the transfer becomes binding on him on the day immediately after the last day of the relevant period.
- (3) Section 138 applies as if –
 - (a) the transfer was made in accordance with the contract and section 137, and
 - (b) the transfer date was the day immediately after the last day of the relevant period.
- (4) The relevant period is the period of two months starting with the day on which payments are first accepted as described in subsection (2).
- (5) Subsections (2) and (3) do not apply if before the end of the relevant period the landlord –
 - (a) takes steps to end the occupation contract, or
 - (b) brings proceedings to evict the transferee as a trespasser or otherwise shows an intention to treat the transferee as a trespasser.
- (6) References in this section to a transfer include a purported transfer which does not comply with section 137.

140 Deeds and covenants

- (1) This section applies in relation to occupation contracts which are tenancies.
- (2) Section 52 of the Law of Property Act 1925 (c. 20) (land must be conveyed by deed) does not apply to a transfer of the contract.
- (3) The Landlord and Tenant (Covenants) Act 1995 (c. 30) does not apply to –
 - (a) a transfer by a contract-holder of any of the things mentioned in section 120(1), or by a joint contract-holder of any of the things mentioned in section 120(2), or

- (b) a transfer which under section 28(6)(b) of that Act would be treated as a transfer of the premises.

CHAPTER 2

SUCCESSION

141 Succession on death

- (1) This section applies on the death of the sole contract-holder under an occupation contract (subject to section 133(2)).
- (2) If one person is qualified to succeed the contract-holder, that person succeeds to the contract.
- (3) If more than one person is qualified to succeed the contract-holder, the person identified in accordance with section 143 succeeds to the contract.

142 Persons qualified to succeed

- (1) A person is qualified to succeed the contract-holder if that person –
 - (a) is a priority successor of the contract-holder or a reserve successor of the contract-holder, and
 - (b) is not excluded by subsection (3) or (4).
- (2) But if the contract-holder is a reserve successor in relation to the occupation contract, no person is qualified to succeed him.
- (3) A person is excluded if he has not reached the age of 16 at the time of the contract-holder's death.
- (4) A person is excluded if at any time in the period of 12 months ending with the contract-holder's death he occupied the premises or part of them under a sub-occupation contract.
- (5) A person is not excluded by subsection (4) if –
 - (a) he is a priority successor of the contract-holder, or he is a reserve successor of the contract-holder who meets the family member condition in section 145 because of section 230(1)(a) or (b), and
 - (b) the sub-occupation contract under which he occupied the premises or part of them ended before the contract-holder's death.

143 More than one qualified successor

- (1) This section applies where there is more than one person who is qualified to succeed the contract-holder.
- (2) If one of the persons is a priority successor, the priority successor succeeds to the contract.
- (3) If two or more of the persons are priority successors, the person who succeeds to the contract is (or the persons who succeed to the contract are) –
 - (a) the priority successor (or successors) selected by agreement between the priority successors, or
 - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.

- (4) If all the persons are reserve successors, the person who succeeds to the contract is (or the persons who succeed to the contract are) –
 - (a) the person (or persons) selected by agreement between the reserve successors, or
 - (b) if they fail to agree (or fail to notify the landlord of an agreement) within a reasonable time, whichever of them the landlord selects.
- (5) Where the landlord makes a selection under subsection (3)(b), a priority successor who is not selected may appeal to the court against the landlord's selection.
- (6) Where the landlord makes a selection under subsection (4)(b), a reserve successor who is not selected may appeal to the court against the landlord's selection.
- (7) An appeal under subsection (5) or (6) must be brought before the end of the period of four weeks starting with the day on which the landlord makes the selection.
- (8) The court must determine the appeal on the merits (and not by way of review).

144 Priority successor

- (1) A person is a priority successor of the contract-holder if –
 - (a) he is a member of the contract-holder's family within section 230(1)(a) or (b) (spouses, civil partners etc.), and
 - (b) he occupied the premises as his only or principal home at the time of the contract-holder's death.
- (2) But no person is a priority successor of the contract-holder if the contract-holder is a priority successor in relation to the occupation contract.

145 Reserve successor: family member

- (1) A person is a reserve successor of the contract-holder if he is not a priority successor of the contract-holder and –
 - (a) he meets the family member condition,
 - (b) he occupied the premises as his only or principal home at the time of the contract-holder's death, and
 - (c) if he meets the family member condition because of section 230(1)(c), he also meets the basic residence condition.
- (2) A person meets the family member condition if he is a member of the contract-holder's family.
- (3) A person meets the basic residence condition if throughout the period of 12 months ending with the contract-holder's death –
 - (a) he occupied the premises, or
 - (b) he lived with the contract-holder.
- (4) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsections (2) and (3)(b) to the contract-holder include the person the contract-holder succeeded.

146 Reserve successor: carer

- (1) A person is a reserve successor of the contract-holder if he is not a priority successor of the contract-holder and –
 - (a) he meets the carer condition,
 - (b) he occupied the premises as his only or principal home at the time of the contract-holder's death, and
 - (c) he meets the carer residence condition.
- (2) A person meets the carer condition if at any time in the period of 12 months ending with the contract-holder's death he was a carer in relation to –
 - (a) the contract-holder, or
 - (b) a member of the contract-holder's family who, at the time the care was provided, lived with the contract-holder.
- (3) If the contract-holder was a priority successor in relation to the occupation contract, the references in subsection (2) to the contract-holder include the person the contract-holder succeeded.
- (4) A person meets the carer residence condition if –
 - (a) he meets the basic residence condition in section 145(3) and (4), and
 - (b) at the time of the contract-holder's death there were no other premises which the person was entitled to occupy as a home.
- (5) "Carer" means a person who –
 - (a) provides or intends to provide a substantial amount of care for another person on a regular basis, and
 - (b) does not provide or will not provide that care because of a contract of employment or other contract with any person.
- (6) A person is not to be treated as providing care because of a contract merely because he is provided with board or lodging or may become qualified to succeed as a reserve successor.

147 Effect of succession

- (1) A person who succeeds to an occupation contract under section 141(2) or sections 141(3) and 143(2) is to be treated as becoming the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 141(3) and 143(3) or (4) is (or are) to be treated as becoming the contract-holder on the later of –
 - (a) the relevant date, and
 - (b) the day agreement is reached or the landlord makes a selection.
- (3) The relevant date is the day on which the contract would have ended under section 159 if no one had been qualified to succeed to the contract.
- (4) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2), the relevant successors –
 - (a) are not to be treated as trespassers in relation to the premises, and
 - (b) for the purposes of any liability under the contract to pay rent or other consideration, are to be treated as if they were joint contract-holders under the contract.

- (5) “The relevant successors” are the persons who –
 - (a) are qualified to succeed the contract-holder, and
 - (b) are living in the premises.
- (6) Subject to subsection (4)(b), nothing in this section makes a person who succeeds to the contract liable to the landlord (or the landlord liable to that person) in respect of any breach of the contract occurring before the person becomes a contract-holder.
- (7) But the landlord may be liable to that person (or that person liable to the landlord) to the extent that any breach of the contract continues after the person becomes a contract-holder.

148 Substitute succession on early termination

- (1) This section applies where –
 - (a) a person (“S”) succeeds to an occupation contract under section 143(2),
 - (b) before the end of the period of six months starting with the death of the original contract-holder, S gives notice under a contract-holder’s notice provision that he wishes to end the contract or agrees with the landlord that the contract should end, and
 - (c) apart from this section, the contract would end in accordance with the contract-holder’s notice provision or the agreement.
- (2) The contract does not end if one or more persons are qualified to succeed the original contract-holder.
- (3) If one person is qualified to succeed the original contract-holder, that person succeeds to the contract.
- (4) If more than one person is qualified to succeed the original contract-holder, the person identified in accordance with section 143 succeeds to the contract.
- (5) Whether there is a person qualified to succeed the original contract-holder is to be determined by applying section 142 in relation to the original contract-holder; but S is to be treated as not qualified to succeed the original contract-holder.
- (6) In this section –
 - “the original contract-holder” is the contract-holder as a result of whose death S succeeded to the contract, and
 - “contract-holder’s notice provision” means section 167 (contract-holder’s notice to end periodic contract) or a contract-holder’s break clause.

149 Effect of substitute succession

- (1) A person who succeeds to an occupation contract under section 148(3) or sections 148(4) and 143(2) is to be treated as becoming the contract-holder on the relevant date.
- (2) A person who succeeds (or persons who succeed) to an occupation contract under sections 148(4) and 143(3) or (4) is (or are) to be treated as becoming the contract-holder under the contract on the later of –
 - (a) the relevant date, and
 - (b) the day agreement is reached or the landlord makes a selection.

- (3) The relevant date is the day on which, but for section 148(2), the contract would have ended.
- (4) During the period beginning with the relevant date and ending with a person (or persons) becoming the contract-holder under subsection (2), the relevant successors –
 - (a) are not to be treated as trespassers in relation to the premises, and
 - (b) for the purposes of any liability under the contract to pay rent or other consideration, are to be treated as if they were joint contract-holders under the contract.
- (5) “The relevant successors” are the persons who –
 - (a) are qualified to succeed the original contract-holder, and
 - (b) are living in the premises.
- (6) Subject to subsection (4)(b), nothing in this section makes a person who succeeds to the contract liable to the landlord (or the landlord liable to that person) in respect of any breach of the contract occurring before the person becomes a contract-holder.
- (7) But the landlord may be liable to that person (or that person liable to the landlord) to the extent that any breach of the contract continues after the person becomes a contract-holder.

150 Notice of rights under section 148

- (1) This section applies where the landlord under an occupation contract –
 - (a) receives notice under a contract-holder’s notice provision, or
 - (b) agrees with the contract-holder to end the contract,in the circumstances mentioned in section 148(1)(a) and (b).
- (2) The landlord must, before the end of the period of 14 days starting with the day on which he receives S’s notice or the day of the agreement, give a notice to –
 - (a) the occupiers of the premises (other than S), and
 - (b) any potential successors not occupying the premises whose address is known to the landlord.
- (3) A potential successor is a person qualified to succeed the original contract-holder under section 148.
- (4) The notice must –
 - (a) state that S has given notice that he wishes to end the contract or that S and the landlord have agreed to end the contract, and
 - (b) explain the effect of section 148.

151 Interpretation

- (1) This section applies for the interpretation of this Act.
- (2) A contract-holder is a priority or reserve successor in relation to an occupation contract if he succeeded to the contract as a priority or reserve successor of the contract-holder who died.
- (3) If a contract-holder is a priority or reserve successor in relation to a fixed term standard contract, he is also a priority or reserve successor in relation to –

- (a) any periodic contract which arises under section 165(2) at the end of the fixed term, and
 - (b) unless the contract provides otherwise, any contract under section 165(6).
- (4) If a contract-holder is a priority or reserve successor in relation to an occupation contract which is ended under section 160 (abandonment), he is also a priority or reserve successor in relation to any occupation contract under which he becomes the contract-holder as a result of an order under section 162(3)(b) (provision of suitable alternative accommodation on appeal).
- (5) A contract-holder to whom an occupation contract is transferred by, or in accordance with, a family property order is a priority or reserve successor in relation to the contract if the person from whom the contract was transferred was such a successor.
- (6) A contract-holder is a priority or reserve successor in relation to an occupation contract if his being treated as such a successor was a condition of consent to a transaction relating to the contract.
- (7) Subsection (8) applies if, before the end of the period of six months starting with the day on which a secure contract (“the first contract”) ends –
- (a) the contract-holder under the first contract becomes a contract-holder under another secure contract (“the second contract”), and
 - (b) either the premises or the landlord are the same under the second contract as under the first contract.
- (8) If the contract-holder was a priority or reserve successor in relation to the first contract he is also such a successor in relation to the second contract, unless the second contract provides otherwise.

PART 6

TERMINATION OF OCCUPATION CONTRACTS

CHAPTER 1

TERMINATION: GENERAL

Fundamental provisions of all contracts

152 Termination

- (1) An occupation contract may be ended only in accordance with –
- (a) the fundamental terms of the contract which incorporate fundamental provisions set out in this Part, or other terms included in the contract in accordance with this Part, or
 - (b) an enactment (including in particular this Act and the consumer protection regulations).
- (2) Nothing in this section affects –
- (a) any right of the landlord or contract-holder to rescind the contract, or
 - (b) the operation of the law of frustration.

153 Possession proceedings

- (1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the premises from the contract-holder (“a possession claim”) only in the circumstances set out in Chapters 2 and 3.
- (2) Where those Chapters require the landlord to give the contract-holder a possession notice before making a possession claim on any ground, the notice must (in addition to specifying the ground) –
 - (a) state the landlord’s intention to make a possession claim,
 - (b) give particulars of the ground, and
 - (c) state the date after which the landlord is able to make a possession claim.

154 Effect of possession order

- (1) If the court makes an order requiring the contract-holder under an occupation contract to give up possession of the premises on a date specified in the order, the contract ends –
 - (a) if the contract-holder gives up possession of the premises on or before that date, on that date,
 - (b) if the contract-holder gives up possession of the premises after that date but before the order for possession is executed, on the day on which he gives up possession of the premises, or
 - (c) if the contract-holder does not give up possession of the premises before the order for possession is executed, when the order for possession is executed.
- (2) Subsection (3) applies if –
 - (a) it is a condition of the order that the landlord must offer a new occupation contract of the same premises to one or more joint contract-holders (but not all of them), and
 - (b) that joint contract-holder (or those joint contract-holders) continue to occupy the premises on and after the effective date of the new contract.
- (3) The occupation contract in relation to which the order for possession was made ends immediately before the effective date of the new contract.

155 Joint contract-holders

If there are joint contract-holders under an occupation contract, the contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

Methods of termination: fundamental provisions of all contracts

156 Early termination

- (1) The contract-holder may end the contract at any time before –
 - (a) the effective date, or
 - (b) if earlier, the day on which the landlord gives the contract-holder a written statement of the contract under section 24(1).

- (2) To end the contract under subsection (1), the contract-holder must give a notice to the landlord stating that he wishes to end the contract.
- (3) On giving the notice to the landlord, the contract-holder –
 - (a) ceases to have any liability under the contract, and
 - (b) becomes entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with the contract.

157 Agreement

- (1) If the landlord and the contract-holder under an occupation contract agree to end the contract, the contract ends –
 - (a) when the contract-holder gives up possession of the premises in accordance with the agreement, or
 - (b) if he does not give up possession and a substitute occupation contract is made, immediately before the effective date of the substitute occupation contract.
- (2) An occupation contract is a substitute occupation contract if –
 - (a) it is made in respect of the same (or substantially the same) premises as the original contract, and
 - (b) a contract-holder under it was also a contract-holder under the original contract.

158 Repudiation

If the landlord under an occupation contract commits a repudiatory breach of contract and the contract-holder gives up possession of the premises because of that breach, the contract ends when the contract-holder gives up possession of the premises.

159 Death of contract-holder

- (1) If the sole contract-holder under an occupation contract dies, the contract ends –
 - (a) one month after the death of the contract-holder, or
 - (b) if earlier, when the landlord is given notice of the death by the authorised persons.
- (2) The authorised persons are –
 - (a) the contract-holder's personal representatives, or
 - (b) the permitted occupiers of the premises aged 16 and over (if any) acting together.
- (3) The contract does not end if under section 142 one or more persons are qualified to succeed the contract-holder.
- (4) The contract does not end if, at the contract-holder's death, a family property order has effect which requires the contract-holder to transfer the contract to another person.
- (5) If, after the contract-holder's death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends –
 - (a) when the order ceases to have effect, or

- (b) if later, at the time the contract would end under subsection (1).

Abandonment

160 Possession of abandoned premises

- (1) If the landlord under a relevant occupation contract believes that the contract-holder has abandoned the premises, he may recover possession of the premises in accordance with this section.
- (2) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the premises as his only or principal home.
- (3) The landlord must give the contract-holder notice –
 - (a) stating that the landlord believes that the contract-holder has abandoned the premises,
 - (b) requiring the contract-holder to inform the landlord in writing before the end of the warning period if the contract-holder has not abandoned the premises, and
 - (c) informing the contract-holder of the landlord's intention to end the contract if at the end of the warning period he is satisfied that the contract-holder has abandoned the premises.
- (4) During the warning period the landlord must make such inquiries as are necessary to satisfy himself that the contract-holder has abandoned the premises.
- (5) At the end of the warning period the landlord may, if he is satisfied as described in subsection (4), end the contract by giving the contract-holder a notice.
- (6) The contract ends when the notice under subsection (5) is given to the contract-holder.
- (7) If an occupation contract is ended under this section the landlord may recover possession of the premises without court proceedings.
- (8) The warning period is the period of four weeks starting with the day on which a notice under subsection (3) is given to the contract-holder.
- (9) The landlord must give a copy of a notice under subsection (3) or (5) to any lodger or sub-holder of the contract-holder.

161 Disposal of property

- (1) The appropriate authority may by regulations make provision in connection with safeguarding property (other than the landlord's property) that is on the premises when a contract ends under section 160, and delivering it to its owner.
- (2) The regulations may in particular –
 - (a) provide that delivery of property is conditional on payment of expenses incurred by the landlord,
 - (b) authorise the disposal of property after a prescribed period,

- (c) allow the landlord to apply any proceeds of sale in satisfaction of expenses incurred by the landlord and amounts due from the contract-holder under the contract.

162 Contract-holder's remedies

- (1) A contract-holder may, before the end of the period of six months starting with the day on which he is given notice under section 160(5), apply to the court on a ground in subsection (2) for a declaration or order under subsection (3).
- (2) The grounds are –
 - (a) that the landlord failed to give notice under section 160(3) or failed to make the inquiries required by section 160(4),
 - (b) that the contract-holder had not abandoned the premises and his failure to respond (or to respond adequately) to the notice under section 160(3) was justifiable,
 - (c) that when the landlord gave the notice to the contract-holder under section 160(5) the landlord did not have reasonable grounds for being satisfied that the contract-holder had abandoned the premises.
- (3) If the court finds that one or more of the grounds is made out it may –
 - (a) make a declaration that the notice under section 160(5) is of no effect and the occupation contract continues to have effect in relation to the premises, or
 - (b) order the landlord to provide suitable alternative accommodation to the contract-holder,and may make such further order as it thinks fit.
- (4) The suitability of alternative accommodation is to be determined in accordance with Schedule 5.

163 Rights of entry

- (1) If the landlord under a relevant occupation contract reasonably believes that the contract-holder has abandoned the premises, the landlord may enter the premises at any time in order to make them secure or to safeguard their contents and any fixtures or fittings, and may use reasonable force.
- (2) An occupation contract is relevant if it is a term of the contract (however expressed) that the contract-holder must occupy the premises as his only or principal home.

Other methods of termination

164 Death of landlord

An occupation contract which is a licence ends on the death of the landlord.

165 End of fixed term

- (1) A fixed term standard contract ends at the end of the term for which it is made.
- (2) If the contract-holder remains in occupation of the premises after the end of the term, the landlord and the contract-holder are to be treated as having made a new periodic standard contract in relation to the premises.

- (3) The new contract –
 - (a) has an effective date falling immediately after the end of the fixed term, and
 - (b) has rental periods that are the same as those for which rent was last payable under the fixed term contract.
- (4) The fundamental and supplementary provisions applicable to periodic standard contracts are incorporated as terms of the new contract without modification.
- (5) Subject to subsections (3) and (4), the new contract has the same terms as the fixed term contract immediately before it ended.
- (6) A new occupation contract does not arise as described in subsection (2) if the landlord and the contract-holder have made a new occupation contract in relation to the same (or substantially the same) premises which has an effective date falling immediately after the fixed term contract ends.
- (7) If, before or on the effective date of a new occupation contract arising as described in subsection (2) or (6) –
 - (a) the contract-holder enters into an obligation to do an act which will cause the new contract to end, or
 - (b) the contract-holder gives any notice or other document that would, but for this subsection, cause the new contract to end,the obligation is unenforceable or the notice or document is of no effect.

166 Forfeiture and notices to quit

- (1) A landlord under an occupation contract may not rely on –
 - (a) any provision in the contract for re-entry or forfeiture, or
 - (b) any enactment or rule of law as to re-entry or forfeiture.
- (2) A landlord under an occupation contract may not serve a notice to quit.
- (3) Accordingly any provision in an occupation contract for re-entry or forfeiture, or relating to a landlord's notice to quit or the circumstances in which such a notice may be served, is of no effect.

CHAPTER 2

TERMINATION FOLLOWING NOTICE

Contract-holder's notice: fundamental provisions of secure contracts and periodic standard contracts

167 Contract-holder's notice

The contract-holder under a secure contract or a periodic standard contract may end the contract by giving the landlord notice that he will give up possession of the premises on a date specified in the notice.

168 Recovery of possession

- (1) If the contract-holder fails to give up possession of the premises on the date specified in a notice under section 167, the landlord may on that ground make a claim to the court for recovery of possession of the premises.
- (2) Section 195 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the premises.

169 Restrictions on section 168

- (1) Before making a possession claim on the ground in section 168 the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make the possession claim on or after the day on which he gives the contract-holder the possession notice.
- (3) But he may not make the possession claim after the end of the period of six months starting with that day.
- (4) The landlord may not give the contract-holder a possession notice specifying the ground in section 168 after the end of the period of two months starting with the date specified in the notice under section 167 as the date on which the contract-holder would give up possession of the premises.

170 Termination of contract

- (1) If the contract-holder gives up possession of the premises on or before the date specified in a notice under section 167, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the premises after that date but in connection with the notice, the contract ends –
 - (a) on the day on which the contract-holder gives up possession of the premises, or
 - (b) if a possession order is made, on the date determined in accordance with section 154.
- (3) The notice ceases to have effect if, before the contract ends –
 - (a) the contract-holder withdraws the notice by further notice to the landlord, and
 - (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

Contract-holder's notice: further provision

171 Contract-holder's break clause

- (1) A fixed term standard contract may contain provision enabling the contract-holder to end the contract before the end of the fixed term by giving the landlord notice that he will give up possession of the premises on a date specified in the notice.
- (2) If it does so, sections 168 to 170 are incorporated as terms of the contract, but with references to the provision mentioned in subsection (1) substituted for references to section 167.

- (3) References in this Act to a contract-holder's break clause, in relation to a fixed term standard contract, are to the provision mentioned in subsection (1).

172 Power to prescribe time limits

The appropriate authority may prescribe supplementary provisions specifying a minimum time period between the day on which a notice under section 167 or a contract-holder's break clause is given to the landlord, and the date specified in the notice.

Landlord's notice: fundamental provisions of periodic standard contracts

173 Landlord's notice

The landlord under a periodic standard contract may end the contract by giving the contract-holder notice that he must give up possession of the premises on a date specified in the notice.

174 Minimum period

The date specified in a notice under section 173 may not be less than two months after the day on which the notice is given to the contract-holder.

175 Recovery of possession

- (1) If the landlord gives the contract-holder a notice under section 173, the landlord may on that ground make a claim to the court for recovery of possession of the premises.
- (2) Section 195 provides that if the court is satisfied that the ground is made out, the court must make an order for possession of the premises.

176 Restrictions on section 175: general

The landlord may not make a possession claim on the ground in section 175—

- (a) before the end of the period of two months starting with the day on which he gives the contract-holder a notice under section 173, or
- (b) after the end of the period of four months starting with that day.

177 Restrictions on section 175: breach of information requirements

- (1) If the landlord does not comply with section 24(1) (duty to provide written statement of contract), he may not make a possession claim on the ground in section 175 before the end of the restricted period.
- (2) The restricted period is six months starting with the day on which the landlord gives a written statement of the contract to the contract-holder.
- (3) The landlord may not make a possession claim on the ground in section 175 at any time when he has not provided a notice he is required to provide under section 68 (duty to provide information about parties).

178 Restrictions on section 175: breach of deposit rules

- (1) The landlord may not make a possession claim on the ground in section 175 at a time when any of the following subsections apply.
- (2) Security required by the landlord in a form not permitted by section 36 has not been returned to the person by whom it was given.
- (3) A deposit has been paid in connection with the contract but the landlord has not provided the information required by section 37(2) and (3).
- (4) A deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (5) A deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

179 Termination of contract

- (1) If the contract-holder gives up possession of the premises on or before the date specified in a notice under section 173, the contract ends on the date specified in the notice.
- (2) If the contract-holder gives up possession of the premises after that date but in connection with the notice, the contract ends –
 - (a) on the day on which the contract-holder gives up possession of the premises, or
 - (b) if a possession order is made, on the date determined in accordance with section 154.
- (3) The notice ceases to have effect if, before the contract ends –
 - (a) the landlord withdraws the notice by further notice to the contract-holder, and
 - (b) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.

Landlord's notice: fundamental provision of fixed term standard contracts

180 Landlord's notice in connection with end of term

- (1) The landlord under a fixed term standard contract may, before or on the last day of the term for which the contract was made, give the contract-holder notice that he must give up possession of the premises on a date specified in the notice.
- (2) The specified date –
 - (a) must be after the last day of the term for which the contract was made, and
 - (b) may not be less than two months after the day on which the notice is given to the contract-holder.
- (3) If the landlord gives the contract-holder a notice under subsection (1), the landlord may on that ground make a claim to the court for recovery of possession of the premises.
- (4) Section 195 provides that if the court is satisfied that the ground is made out, the court must make an order for possession of the premises.

- (5) The landlord may not make a claim on that ground before the end of the fixed term standard contract.

Landlord's notice etc.: fundamental provision of periodic standard contracts arising at end of fixed term

181 Relevance of events under fixed term standard contract

- (1) The landlord under a periodic standard contract which arises under section 165(2) may make a claim to the court for recovery of possession of the premises in reliance on—
 - (a) a possession notice, or
 - (b) a notice under section 180,which he gave to the contract-holder before the end of the fixed term contract.
- (2) Sections 176 to 179 apply to a notice under section 180, and a possession claim on the ground in section 180, as they apply to a notice under section 173 and a possession claim on the ground in section 175.
- (3) In any possession notice the landlord gives to the contract-holder, the landlord may rely on events which occurred before the end of the fixed term standard contract.

Landlord's notice: further provision

182 Landlord's break clause

- (1) A fixed term standard contract may contain provision enabling the landlord to end the contract before the end of the fixed term by giving the contract-holder notice that he must give up possession of the premises on a date specified in the notice.
- (2) If it does so, sections 174 to 179 are incorporated as terms of the contract, but with references to the provision mentioned in subsection (1) substituted for references to section 173.
- (3) References in this Act to a landlord's break clause, in relation to a fixed term standard contract, are to the provision mentioned in subsection (1).

CHAPTER 3

TERMINATION BY LANDLORD ON OTHER GROUNDS

Fundamental provisions of all contracts

183 Breach of contract

- (1) If the contract-holder under an occupation contract breaches the contract, the landlord may on that ground make a claim to the court for recovery of possession of the premises.
- (2) Section 199 provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so.

184 Restrictions on section 183

- (1) Before making a possession claim on the ground in section 183, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may make a possession claim in reliance on a breach of section 51 (prohibited conduct) on or after the day on which he gives the contract-holder a possession notice specifying a breach of that section.
- (3) The landlord may not make a possession claim in reliance on a breach of any other provision of the contract before the end of the period of one month starting with the day on which he gives the contract-holder a possession notice specifying a breach of that provision.
- (4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which he gives the contract-holder the possession notice.

185 Estate management

- (1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the premises on one of the estate management grounds (which are set out in Part 1 of Schedule 6).
- (2) Section 200 provides that the court may not make an order for possession on an estate management ground unless –
 - (a) it considers it reasonable to do so, and
 - (b) it is satisfied that suitable alternative accommodation is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (3) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to the contract-holder a sum equal to the reasonable expenses likely to be incurred by the contract-holder in moving from the premises.
- (4) Subsection (3) does not apply if the court makes an order for possession on Ground A or B of the estate management grounds (and on no other ground).

186 Restrictions on section 185

- (1) Before making a possession claim on an estate management ground, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim –
 - (a) before the end of the period of one month starting with the day on which he gives the contract-holder the possession notice, or
 - (b) after the end of the period of six months starting with that day.
- (3) If a redevelopment scheme is approved under Part 2 of Schedule 6 subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.
- (4) The landlord may not give the contract-holder a possession notice specifying estate management ground G (accommodation not required by successor) –

- (a) before the end of the period of six months starting with the day of the previous contract-holder's death, or
 - (b) after the end of the period of twelve months starting with that day.
- (5) The landlord may not give the contract-holder a possession notice specifying estate management ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under the contract ended.

Fundamental provisions of standard contracts

187 Serious rent arrears

- (1) If the contract-holder under a standard contract is seriously in arrears with his rent, the landlord may on that ground make a claim to the court for recovery of possession of the premises.
- (2) The contract-holder is seriously in arrears with his rent –
 - (a) where the rental period is a week or a fortnight, if at least eight weeks' rent is unpaid,
 - (b) where the rental period is a month, if at least two months' rent is unpaid,
 - (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears,
 - (d) where the rental period is a year, if at least three months' rent is more than three months in arrears.
- (3) Section 196 provides that the court must make an order for possession of the premises if it is satisfied that the contract-holder –
 - (a) was seriously in arrears with his rent on the day on which the landlord gave the contract-holder a possession notice, and
 - (b) is seriously in arrears with his rent on the day on which the court hears the possession claim.

188 Restrictions on section 187

- (1) Before making a possession claim on the ground in section 187, the landlord must give the contract-holder a possession notice specifying that ground.
- (2) The landlord may not make the claim –
 - (a) before the end of the period of one month starting with the day on which he gives the contract-holder the possession notice, or
 - (b) after the end of the period of six months starting with that day.

Estate management: further provision

189 Redevelopment schemes

Part 2 of Schedule 6 (approval of redevelopment schemes) makes provision supplementing Ground B of the estate management grounds.

CHAPTER 4

POSSESSION CLAIMS UNDER CHAPTERS 2 AND 3

Powers of court: general

190 Possession claims

- (1) The court may not entertain a possession claim made by the landlord under an occupation contract if the landlord –
 - (a) has failed to comply with the requirements in whichever of sections 169, 176 to 178, 184, 186 or 188 applies, or
 - (b) if he was required to give a possession notice, has failed to comply with section 153.
- (2) Subsection (1) does not apply if the court considers it reasonable to dispense with the requirements.
- (3) Subsection (1) does not apply to –
 - (a) an application for an order for possession against a sub-holder under section 127(2), or
 - (b) proceedings which are treated as a possession claim under section 191.

191 Deemed possession claims

- (1) This section applies if –
 - (a) the court has granted the landlord under an occupation contract an injunction under section 52 (prohibited conduct), and
 - (b) the landlord claims that there has been a breach of the injunction.
- (2) The landlord may seek an order for possession of the premises as part of any proceedings for breach of the injunction.
- (3) If he does so, the proceedings are to be treated as a possession claim in which the landlord relies on the ground in section 183 (breach of contract).
- (4) In the proceedings, the landlord may rely only on –
 - (a) the facts on which he relied when seeking the injunction, and
 - (b) the facts claimed to constitute the breach of the injunction.

192 Possession orders

- (1) The court may make an order requiring the contract-holder under an occupation contract to give up possession of the premises only on one or more of the grounds in –
 - (a) section 168 (contract-holder's notice),
 - (b) section 175 (landlord's notice),
 - (c) section 180 (landlord's notice in connection with end of fixed term),
 - (d) section 183 (breach of contract),
 - (e) section 185 (estate management), or
 - (f) section 187 (serious rent arrears).

- (2) Where the landlord is required to give the contract-holder a possession notice, the court may not make an order for possession on a ground that is not specified in the landlord's possession notice.
- (3) But the court may allow the ground (or grounds) specified in the possession notice to be altered or added to at any time before the court makes an order for possession.

193 Participation in proceedings

- (1) A person occupying premises subject to an occupation contract who has home rights is entitled, so long as the person remains in occupation—
 - (a) to be a party to any proceedings on a possession claim relating to the premises, or in connection with an order for possession of the premises, or
 - (b) to seek an adjournment, postponement, stay or suspension under section 198 or 201.
- (2) “Home rights” has the meaning given by section 30(2) of the Family Law Act 1996 (c. 27).

194 Deception

- (1) This section applies if, after the landlord under an occupation contract obtains an order for possession against the contract-holder, the court is satisfied that the order was obtained by misrepresentation or concealment of material facts.
- (2) The court may order the landlord to pay to the contract-holder such sum as appears sufficient compensation for damage or loss sustained by the contract-holder as a result of the order.

Mandatory grounds for possession

195 Notice grounds

- (1) If the landlord under an occupation contract makes a possession claim on one of the notice grounds and the court is satisfied that the ground is made out, it must make an order for possession of the premises.
- (2) The notice grounds are the grounds in—
 - (a) section 168 (contract-holder's notice),
 - (b) section 175 (landlord's notice), or
 - (c) section 180 (landlord's notice in connection with end of fixed term).
- (3) This section is subject to section 197.

196 Serious rent arrears ground

- (1) This section applies if the landlord under a standard contract makes a possession claim on the ground in section 187 (serious rent arrears).
- (2) The court must make an order for possession of the premises if it is satisfied that the contract-holder—
 - (a) was seriously in arrears with his rent on the day on which the landlord gave the contract-holder a possession notice, and

- (b) is seriously in arrears with his rent on the day on which the court hears the possession claim.
- (3) Section 187(2) applies for determining whether a contract-holder is seriously in arrears with his rent.
- (4) This section is subject to section 197.

197 Review of mandatory grounds

- (1) This section applies if –
 - (a) a landlord makes a possession claim in a county court on a notice ground (within the meaning of section 195) or the ground in section 187 (serious rent arrears), and
 - (b) the landlord’s decision to make a possession claim on that ground is subject to judicial review.
- (2) The contract-holder may make an application in the possession proceedings for a review of the decision by the county court.
- (3) The county court may confirm or quash the decision.
- (4) 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.
- (5) If the county court quashes the decision it may –
 - (a) set aside the possession notice, or the landlord’s notice under section 173 or 180, and dismiss the possession proceedings,
 - (b) make any order the High Court could make when making a quashing order on an application for judicial review.
- (6) The contract-holder may not make an application under subsection (2) after an order for possession has been made in respect of the premises.

198 Powers to postpone possession

- (1) This section applies if the court makes an order for possession of premises under section 195 or 196.
- (2) The court may not postpone the giving up of possession to a date later than 14 days after the making of the order, unless it appears to the court that exceptional hardship would be caused if the giving up of possession were not postponed to a later date.
- (3) The giving up of possession may not in any event be postponed to a date later than six weeks after the making of the order.
- (4) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.

Discretionary grounds for possession

199 Breach of contract ground

- (1) This section applies if the landlord under an occupation contract makes a possession claim on the ground in section 183 (breach of contract).

- (2) The court may not make an order for possession on that ground unless it considers it reasonable to do so.
- (3) The court is not prevented from making an order for possession on that ground merely because the contract-holder ceased to be in breach of the contract before the landlord made the possession claim.
- (4) Schedule 7 makes provision as regards the reasonableness of making an order for possession.

200 Estate management grounds

- (1) This section applies if the landlord under an occupation contract makes a possession claim under section 185 on one of the estate management grounds.
- (2) The court may not make an order for possession on that ground unless –
 - (a) it considers it reasonable to do so, and
 - (b) it is satisfied that suitable alternative accommodation is available to the contract-holder (or will be available to the contract-holder when the order takes effect).
- (3) Schedule 7 makes provision as regards the reasonableness of making an order for possession.
- (4) Whether suitable alternative accommodation is, or will be, available to the contract-holder is to be determined in accordance with Schedule 5.
- (5) If the landlord makes a possession claim on Ground B and the redevelopment scheme is approved under Part 2 of Schedule 6 subject to conditions, the court may not make an order for possession unless it is satisfied that the conditions are or will be met.
- (6) If the court makes an order for possession and the landlord is required to pay the contract-holder a sum under section 185(3), the sum payable –
 - (a) if not agreed between the landlord and contract-holder, is to be determined by the court, and
 - (b) is recoverable from the landlord as a civil debt.

201 Powers to adjourn and postpone

- (1) If a landlord's possession claim relies on the ground in section 183 (breach of contract) or on one of the estate management grounds, the court may adjourn proceedings on the claim for such period or periods as it considers reasonable.
- (2) If the court makes a possession order under section 199 or 200, it may (on making the order or at any time before the order is executed) postpone the giving up of possession for such period or periods as it thinks fit.
- (3) The giving up of possession may be postponed by the order for possession, or by suspending or staying execution of the order for possession.
- (4) On an adjournment or postponement under this section, the court must impose conditions as regards –
 - (a) payment by the contract-holder of arrears of rent (if any), and
 - (b) continued payment of rent (if any),unless it considers that to do so would cause exceptional hardship to the contract-holder or would otherwise be unreasonable.

- (5) The court may impose any other conditions it thinks fit.
- (6) If the contract-holder complies with the conditions, the court may if it considers it reasonable to do so discharge the order for possession.
- (7) Schedule 7 makes provision as regards the reasonableness of an adjournment or postponement.

PART 7

MISCELLANEOUS

Implied tenancies and licences

202 Implied tenancies and licences

- (1) This section applies if –
 - (a) premises which are not subject to an occupation contract are occupied as a home by a person (“T”) who is a trespasser in relation to those premises, and
 - (b) T makes payments in respect of his occupation of the premises to a person (“P”) who would be entitled to bring proceedings to evict T as a trespasser.
- (2) If P accepts such payments from T –
 - (a) knowing that T is a trespasser in relation to the premises, or
 - (b) at a time when he ought reasonably to know that T is a trespasser in relation to the premises,

P is to be treated as having made a periodic contract with T immediately after the end of the relevant period.
- (3) The relevant period is the period of two months starting with the day on which P first accepts a payment from T as mentioned in subsection (2).
- (4) Subsection (2) does not apply if before the end of the relevant period P brings proceedings to evict T as a trespasser or otherwise shows an intention to treat T as a trespasser.
- (5) A contract under subsection (2) is either a tenancy or a licence.
- (6) The tenancy or licence is to be treated as entitling T to occupy the premises as a home from the day immediately after the last day of the relevant period.
- (7) The amount of rent and rental periods are to be determined having regard to the amount and frequency of the payment or payments made by T and any other relevant circumstances.
- (8) A tenancy or licence under which T is entitled to occupy the premises as a home may not be implied except as provided in this section; but nothing in this section prevents P and T expressly making such a tenancy or licence before the end of the relevant period.

Minors

203 Effect of reaching 16

- (1) This section applies to a tenancy or licence which is not an occupation contract because paragraph 3(2) of Schedule 1 (all those with whom tenancy or licence made under 16) applies to it.
- (2) When the relevant person reaches the age of 16, the following questions are to be determined as if the tenancy or licence were made on the day the person reaches that age—
 - (a) whether the tenancy or licence is an occupation contract,
 - (b) the identity of the contract-holders under the contract,
 - (c) whether it is a secure contract or a standard contract.
- (3) The relevant person—
 - (a) if the tenancy or licence is made with one person, is that person, and
 - (b) if the tenancy or licence is made with more than one person, is the first of them to reach the age of 16.

204 Contract-holders aged 16 and 17

- (1) This section applies where a person aged 16 or 17 is a contract-holder under an occupation contract.
- (2) The contract-holder is not entitled to repudiate the contract merely because it was made when he was under 18.
- (3) A court may not in any proceedings treat the contract as unenforceable against the contract-holder merely because it was made when he was under 18.
- (4) This Act applies to the contract-holder as if he were 18.

Unfair terms

205 Regulations about unfair terms in occupation contracts

- (1) The Secretary of State may make regulations as regards unfair terms in occupation contracts.
- (2) Regulations under this section may in particular make provision as to—
 - (a) the parties to whom, and the occupation contracts to which, the regulations apply,
 - (b) the circumstances in which the regulations do not apply to a term of an occupation contract,
 - (c) the circumstances in which a landlord may not rely on the terms of an occupation contract,
 - (d) the terms which are to apply in those circumstances.

*Pilot schemes for recovery of rent arrears***206 Pilot schemes**

- (1) The Secretary of State may establish one or more pilot schemes for rent cases falling to be heard in a particular county court (or particular county courts).
- (2) A case is a rent case if—
 - (a) the only ground on which a landlord relies in making a possession claim in relation to premises subject to an occupation contract is the ground in section 183 (breach of contract), and
 - (b) the only breach consists in a failure to pay rent.
- (3) A case is also a rent case if the landlord could have made such a possession claim, but for the effect of a pilot scheme.
- (4) A pilot scheme may include—
 - (a) provision for a new action for the recovery of arrears of rent (a “rent arrears claim”),
 - (b) provision for a possession claim in a rent case to be treated as a rent arrears claim,
 - (c) provision for the court to adjourn proceedings on a possession claim, subject to issuing a warning to the contract-holder as to the consequences of failing to pay rent,
 - (d) provision for the court to adjourn proceedings on a possession claim, subject to an order directing the contract-holder to pay the rent and arrears (if any).
- (5) In this Part “rent case” has the meaning given by this section.

207 Implementation

- (1) The Secretary of State may by order make such provision as he considers appropriate for and in connection with the implementation of a pilot scheme under section 206.
- (2) An order under subsection (1) may include provision modifying any enactment.
- (3) Before making an order under subsection (1) with respect to rent cases falling to be heard by a county court in Wales, the Secretary of State must consult the National Assembly for Wales.
- (4) The Secretary of State must make such arrangements as he thinks fit for bringing—
 - (a) a pilot scheme under section 206, and
 - (b) an order under subsection (1) relating to that scheme,to the attention of persons affected by the scheme.
- (5) To the extent that a pilot scheme has effect with respect to rent cases falling to be heard by a county court in Wales, subsection (4) is to be treated as if it imposed a duty on the National Assembly for Wales as well as the Secretary of State.

208 Review

- (1) The Secretary of State must review the operation of each pilot scheme.
- (2) If a pilot scheme has effect with respect to rent cases falling to be heard by a county court in Wales, the Secretary of State must give the National Assembly for Wales an opportunity to comment on any matter relevant to the review.
- (3) Subject to that, the procedure on a review is to be determined by the Secretary of State.

209 Pilot period

- (1) The Secretary of State may not establish a pilot scheme that comes into effect after the end of the period of three years starting with the day on which section 206 comes into force.
- (2) A scheme may not have effect with respect to –
 - (a) rent cases brought by a landlord after the end of the period of four years starting with that day, or
 - (b) rent cases brought by a landlord at any time, but not concluded before the end of the period of six years starting with that day.
- (3) The Secretary of State may end a particular pilot scheme, or all pilot schemes, at any time.

210 Permanent provision

- (1) If it appears to the Secretary of State that it would be desirable for the provision made by a pilot scheme to be applied generally and on a permanent basis to –
 - (a) all rent cases, or
 - (b) rent cases of a particular description,he may by order make such provision for and in connection with that purpose as he considers appropriate.
- (2) An order under subsection (1) may include provision amending or repealing any enactment.
- (3) An order under subsection (1) must make the same provision as regards rent cases (or rent cases of a particular description) throughout England and Wales.
- (4) Before making an order under subsection (1) the Secretary of State must consult the National Assembly for Wales.

Additional obligations of community landlord

211 Management code

- (1) A community landlord may prepare and issue a management code (or a revised management code) in respect of –
 - (a) all the premises in relation to which it is the landlord under an occupation contract, or
 - (b) such of those premises as are specified in the code.
- (2) Before issuing a management code under subsection (1) the landlord must agree the contents of the code with the persons who are contract-holders in

relation to the premises to which the code will apply (“the relevant contract-holders”).

- (3) The appropriate authority may by regulations make provision about preparing and issuing a management code (or revised management code).
- (4) Regulations under subsection (3) may in particular –
 - (a) make provision as to the procedure for obtaining agreement for the purposes of subsection (2),
 - (b) provide that the relevant contract-holders are to be treated as having agreed in prescribed circumstances, and
 - (c) make provision as to the manner in which the landlord is to issue the code (or the revised code).
- (5) The circumstances which may be prescribed under subsection (4)(b) include in particular –
 - (a) agreement with representatives of the relevant contract-holders,
 - (b) agreement with the majority of the relevant contract-holders, or with the majority of those relevant contract-holders who make their views known.
- (6) A management code is a document setting out how a landlord intends to exercise his rights, or comply with his obligations, in relation to premises.

212 Consultation arrangements

- (1) A community landlord must make and maintain such arrangements as it considers appropriate –
 - (a) for informing contract-holders of relevant proposals on housing management matters that are likely substantially to affect the contract-holders, and
 - (b) for giving the contract-holders a reasonable opportunity to comment on the proposals.
- (2) Before making any decision on a relevant proposal, the landlord must give due consideration to any comments made by contract-holders in accordance with the arrangements.
- (3) A matter is a housing management matter if, in the opinion of the landlord, it relates to –
 - (a) the management, maintenance, improvement or demolition of premises subject to occupation contracts, or
 - (b) the provision by the landlord, in his capacity as landlord, of services or amenities in connection with such premises.
- (4) A matter is not a housing management matter so far as it relates to –
 - (a) the rent payable or other consideration due to the landlord, or
 - (b) charges for services and facilities provided by the landlord.
- (5) “Relevant proposal on a housing management matter” means a proposal that, in the opinion of the landlord –
 - (a) is about a new programme of maintenance, improvement or demolition, or a change in the practice or policy of the landlord in relation to management, maintenance, improvement or demolition, and

- (b) is likely substantially to affect all contract-holders of the landlord, or a relevant group of such contract-holders.
- (6) “Relevant group” means a group that –
 - (a) forms a distinct social group, or
 - (b) occupies premises which constitute a distinct class (whether by reference to the kind of premises, or the housing estate or other larger area in which they are situated).

213 Statement of consultation arrangements

- (1) A landlord required to make arrangements under section 212 must prepare and publish a statement of the arrangements.
- (2) If the landlord is a local housing authority, it must make a copy of the statement available at the landlord’s principal office for inspection at all reasonable times, without charge, by members of the public.
- (3) If the landlord is a registered social landlord, it must send a copy of the statement –
 - (a) to the Housing Corporation and the local housing authority for the area where the premises are situated, or
 - (b) in Wales, to the National Assembly for Wales and the local housing authority for the area where the premises are situated.
- (4) A local housing authority to which a copy is sent under subsection (3) must make it available at its principal office for inspection at all reasonable times, without charge, by members of the public.
- (5) The landlord must give a copy of the statement –
 - (a) to any contract-holder of the landlord who asks for one, free of charge, and
 - (b) to any other person who asks for one, on payment of a reasonable fee.
- (6) The landlord must also –
 - (a) prepare a summary of the statement, and
 - (b) provide a copy of the summary without charge to any person who asks for one.

Anti-social behaviour injunctions

214 Availability of anti-social behaviour injunctions

In section 153A(4) of the Housing Act 1996 (c. 52) (availability of anti-social behaviour injunctions), paragraph (d) is repealed.

Notices, statements etc.

215 Form of notices etc.

- (1) This section applies to any notice or other document required or authorised to be given or made by or because of this Act.
- (2) The notice or document must be in writing.

- (3) The appropriate authority may prescribe the form of the notice or document and, unless the regulations provide otherwise, a notice or document not in the prescribed form is of no effect.
- (4) The notice or document may be in electronic form provided it—
 - (a) has the certified electronic signature of each person by whom it is required to be signed or executed, and
 - (b) complies with such other conditions as may be prescribed.
- (5) A notice or document within subsection (4) is to be treated as signed by each individual, and executed by each corporation, whose certified electronic signature it has.
- (6) If a notice or document in electronic form is authenticated by a person as agent, it is to be regarded for the purposes of any enactment as authenticated by him under the written authority of his principal.
- (7) References to an electronic signature and to the certification of such a signature are to be read in accordance with section 7(2) and (3) of the Electronic Communications Act 2000 (c. 7).

216 Giving notices etc.

- (1) A document required or authorised to be given to a person by or because of this Act may be given to him by leaving it at, or posting it to, one of the places mentioned in subsection (2).
- (2) The places are—
 - (a) the person's last known residence or place of business,
 - (b) any place specified by the person as a place where he may be given documents, or
 - (c) if the document is given to a person in his capacity as a contract-holder, the premises.
- (3) A document required or authorised to be given to a person by or because of this Act may be given to him by transmitting the text of the document to him in an electronic form.
- (4) But subsection (3) applies only if—
 - (a) the person to whom the document is to be given has agreed,
 - (b) the text is received by the person in legible form, and
 - (c) the text is capable of being used for subsequent reference.

Land registration

217 Registration of tenancies

Nothing in this Act affects the operation of the Land Registration Act 2002 (c. 9) in relation to an occupation contract which is a tenancy.

Existing tenancies and licences

218 Abolition of assured, secure and other tenancies

- (1) On and after the appointed day, no tenancy or licence (whenever made) can be—
 - (a) a restricted contract,
 - (b) a protected shorthold tenancy,
 - (c) a secure tenancy,
 - (d) an assured tenancy,
 - (e) an introductory tenancy,
 - (f) a demoted tenancy.
- (2) If, immediately before the appointed day, the landlord under a protected or statutory tenancy might have recovered possession of the dwelling-house subject to the tenancy under Case 19 of Schedule 15 to the Rent Act 1977 (c. 42) (former protected shorthold tenancies), the tenancy ceases to be a protected or statutory tenancy on the appointed day.
- (3) Nothing in this section ends a tenancy or licence within subsection (1) or (2).

219 Conversion of existing tenancies and licences

- (1) For the purposes of determining the matters in subsection (2), a tenancy or licence which existed immediately before the appointed day is to be treated as if it were made on the appointed day.
- (2) The matters are—
 - (a) whether the tenancy or licence is an occupation contract,
 - (b) the identity of the contract-holders under the contract,
 - (c) whether the contract is a secure contract or a standard contract.
- (3) Subsections (4) to (7) apply to a tenancy or licence which becomes an occupation contract on the appointed day.
- (4) The fundamental provisions applicable to the contract are incorporated as terms of the contract.
- (5) The existing terms of the contract continue to have effect, except to the extent that they—
 - (a) are inconsistent with a fundamental provision incorporated as a term of the contract, or
 - (b) are terms of the contract because of an enactment repealed under this Act.
- (6) The supplementary provisions applicable to the contract are incorporated as terms of the contract, except to the extent that they are inconsistent with the existing terms of the contract.
- (7) The unfair terms regulations apply to the contract (whenever made).
- (8) This section is subject to Schedule 8 (which modifies the application of this Act).

220 Pre-existing contracts

- (1) This section applies where, on or after the appointed day, a tenancy or licence is made in pursuance of a contract made before the day on which the order specifying the appointed day is made by the appropriate authority.
- (2) Section 219 and Schedule 8 apply to the tenancy or licence as if –
 - (a) the day on which it is made is the appointed day, and
 - (b) immediately before that day it was a tenancy or licence of the kind it would have been on that day but for this Act.
- (3) Paragraphs 3(3), 5(1) and (3), 12, 13, 15 and 18(3) and (7) of Schedule 8 do not apply in relation to the tenancy or licence.

221 Power to end protected and statutory tenancies under Rent Act 1977

- (1) The appropriate authority may by order provide that, on a date specified in the order –
 - (a) every tenancy which immediately before the specified date is a protected or statutory tenancy ceases to be such a tenancy, and
 - (b) paragraph 3(3)(c) of Schedule 1 ceases to have effect.
- (2) The order may make provision as to the terms of –
 - (a) occupation contracts which were protected or statutory tenancies immediately before the specified date, and
 - (b) occupation contracts made on or after the specified date with a contract-holder who was previously a contract-holder under a contract within paragraph (a) or this paragraph.
- (3) The order may modify any enactment as it applies to contracts within subsection (2).
- (4) The order may make consequential amendments to and repeals of any enactment.

222 Power to end protected occupancies etc. under Rent (Agriculture) Act 1976

- (1) The appropriate authority may by order provide that, on a date specified in the order –
 - (a) every tenancy or licence which immediately before the specified date was a protected occupancy or statutory tenancy ceases to be such an occupancy or tenancy, and
 - (b) paragraph 3(3)(b) of Schedule 1 ceases to have effect.
- (2) The order may make provision as to the terms of –
 - (a) tenancies and licences which were protected occupancies or statutory tenancies immediately before the specified date, and
 - (b) tenancies and licences made on or after the specified date with a person who was previously a tenant or licensee under a tenancy or licence within paragraph (a) or this paragraph.
- (3) The order may modify any enactment as it applies to tenancies and licences within subsection (2).
- (4) The order may make consequential amendments to and repeals of any enactment.

- (5) For the purposes of this section “protected occupancy” and “statutory tenancy” have the meaning given by the Rent (Agriculture) Act 1976 (c. 80).

223 Interpretation

In this Part –

- “the appointed day” is the day appointed under section 243 as the day on which section 218 comes into force,
“assured shorthold tenancy” and “assured tenancy” have the same meaning as in the Housing Act 1988 (c. 50),
“demoted tenancy” means a tenancy to which section 143A of the Housing Act 1996 (c. 52) applies,
“introductory tenancy” has the same meaning as in the Housing Act 1996,
“protected shorthold tenancy”, “protected tenancy”, “restricted contract” and (except in section 222) “statutory tenancy” have the same meaning as in the Rent Act 1977 (c. 42), and
“secure tenancy” has the same meaning as in the Housing Act 1985 (c. 68).

Consequential and transitional provision

224 Consequential amendments

The appropriate authority may by order make consequential amendments to, and repeals and modifications of, any enactment.

225 Transitional provision

The appropriate authority may by order make transitional provision and savings, including provision amending, repealing or modifying any enactment.

PART 8

FINAL PROVISIONS

Interpretation

226 Community landlord and private landlord

- (1) In this Act “community landlord” means –
- (a) an authority falling within subsection (2), or
 - (b) a registered social landlord, other than a fully mutual housing association or a co-operative housing association.
- (2) The authorities are –
- (a) a local authority,
 - (b) a new town corporation,
 - (c) a housing action trust,
 - (d) an urban development corporation,
 - (e) a housing co-operative to which subsection (3) applies.

- (3) This subsection applies to a housing co-operative (within the meaning of section 27B of the Housing Act 1985 (c. 68)) to the extent that any premises subject to an occupation contract are comprised in a housing co-operative agreement within the meaning of that section.
- (4) In this Act “private landlord” means a landlord other than a community landlord.
- (5) In this Act “registered social landlord” means a body registered in the register maintained under section 1 of the Housing Act 1996 (c. 52) or section 57 of the Housing (Scotland) Act 2001 (asp 10).
- (6) In this Act “fully mutual housing association” and “co-operative housing association” have the same meaning as in the Housing Associations Act 1985 (c. 69) (see section 1(2)).

227 Local authority and other authorities

- (1) This section applies for the interpretation of this Act.
- (2) The following are local authorities –
 - (a) a county council,
 - (b) a county borough council,
 - (c) a district council,
 - (d) a London borough council,
 - (e) the Common Council of the City of London,
 - (f) the Council of the Isles of Scilly,
 - (g) the Broads Authority,
 - (h) a joint authority established under Part 4 of the Local Government Act 1985 (c. 51),
 - (i) the London Fire and Emergency Planning Authority,
 - (j) a police authority established under section 3 of the Police Act 1996 (c. 16).
- (3) “Local housing authority”, in relation to England, means –
 - (a) a unitary authority,
 - (b) a district council so far as it is not a unitary authority,
 - (c) a London borough council,
 - (d) the Common Council of the City of London,
 - (e) the Council of the Isles of Scilly.
- (4) In subsection (3) “unitary authority” means –
 - (a) the council of a county so far as it is the council for an area for which there are no district councils,
 - (b) the council of any district comprised in an area for which there is no county council.
- (5) “Local housing authority”, in relation to Wales, means a county council or a county borough council.
- (6) “Housing action trust” means a housing action trust established under Part 3 of the Housing Act 1988 (c. 50) and includes any body established under section 88 of the Housing Act 1988.

- (7) “New town corporation” has the same meaning as in the Housing Act 1985 (c. 68) (see section 4) and includes any body established under paragraph 7 of Schedule 9 to the New Towns Act 1981 (c. 64).
- (8) “Urban development corporation” has the same meaning as in the Housing Act 1985 (see section 4) and includes any body established under section 165B of the Local Government, Planning and Land Act 1980 (c. 65).

228 Appropriate authority

References in this Act to the appropriate authority are to be read –

- (a) in relation to Wales, as references to the National Assembly for Wales, and
- (b) in any other case, as references to the Secretary of State.

229 Landlord, lodger and permitted occupier

- (1) This section applies for the interpretation of this Act.
- (2) The landlord, in relation to an occupation contract, is the person who is (or purports to be) entitled to confer on an individual a right to occupy the premises as a home.
- (3) A person lives in premises as a lodger if the tenancy or licence under which he occupies the premises falls within paragraph 10 of Schedule 1 (accommodation shared with landlord).
- (4) But a person does not live in premises as a lodger if he is given notice under paragraph 6 of Schedule 1 that he is to be regarded as occupying under an occupation contract.
- (5) A person is a permitted occupier of premises subject to an occupation contract if –
 - (a) he lives in the premises as a lodger or sub-holder of the contract-holder, or
 - (b) he is not a lodger or sub-holder but is permitted by the contract-holder to live in the premises as a home.

230 Members of a family

- (1) A person is a member of another’s family for the purposes of this Act if –
 - (a) he is the spouse or civil partner of that person,
 - (b) he and that person live together as if they were husband and wife or as if they were civil partners, or
 - (c) he is that person’s parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.
- (2) For the purposes of subsection (1)(c) –
 - (a) a relationship by marriage or civil partnership is to be treated as a relationship by blood,
 - (b) a relationship between persons who have only one parent in common is to be treated as a relationship between persons who have both parents in common, and
 - (c) except for the purposes of paragraph (b), the stepchild of a person is to be treated as his child.

231 The court

- (1) In this Act “the court” means the High Court or a county court.
- (2) Provision made by or under this Act conferring jurisdiction on a court is subject to provision made under section 1 of the Courts and Legal Services Act 1990 (c. 41) (allocation of business between the High Court and county courts).
- (3) Rules of court may make provision about proceedings brought under or because of any provision of this Act.

232 Lease, tenancy and related expressions

- (1) In this Act “lease” and “tenancy” have the same meaning.
- (2) Both expressions include –
 - (a) a sub-lease or a sub-tenancy, and
 - (b) a lease or tenancy (or a sub-lease or sub-tenancy) in equity.
- (3) The expressions “lessor” and “lessee” and “landlord” and “tenant”, and references to letting, to the grant or making of a lease or to covenants or terms, are to be read accordingly.

233 Premises

- (1) For the purposes of this Act “premises” –
 - (a) does not include any structure or vehicle which is capable of being moved from one place to another, but
 - (b) includes any land occupied together with the premises, unless the land is agricultural land exceeding 0.809 hectares.
- (2) “Agricultural land” has the same meaning as in section 184(1) of the Housing Act 1985 (c. 68).
- (3) Premises, in relation to an occupation contract, means the premises subject to the contract.

234 Supported accommodation etc.

- (1) For the purposes of this Act accommodation is “supported accommodation” if –
 - (a) it is provided by a community landlord or a registered charity,
 - (b) the landlord or charity (or a person acting on behalf of the landlord or charity) provides support services to a person entitled to occupy the accommodation, and
 - (c) there is a connection between provision of the accommodation and provision of the support services.
- (2) Accommodation in a care institution (within the meaning of paragraph 7 of Schedule 1) is not supported accommodation.
- (3) “Support services” include (but are not limited to) –
 - (a) support in controlling or overcoming addiction,
 - (b) support in finding employment or alternative accommodation, and
 - (c) supporting someone who finds it difficult to live independently because of age, illness, disability or any other reason.

- (4) “Support” includes the provision of advice, training, guidance and counselling.
- (5) For the purposes of this Act “unit”, in relation to premises which are supported accommodation, means –
 - (a) if the premises form part only of a building, the building, and
 - (b) if that building is one of a number of buildings managed as a single entity, all of those buildings.

235 Effective date

In this Act, the effective date of an occupation contract is the day on which the contract-holder is entitled to begin occupying the premises.

236 Unfair terms regulations and consumer protection regulations

- (1) In this Act “unfair terms regulations” means –
 - (a) the Unfair Terms in Consumer Contracts Regulations 1999 (S.I. 1999/2083), and
 - (b) if regulations under section 205 (unfair terms in occupation contracts) so provide, regulations under that section.
- (2) In this Act “consumer protection regulations” means the Consumer Protection (Distance Selling) Regulations 2000 (S.I. 2000/2334).
- (3) The Secretary of State may by order amend the definitions in subsections (1)(a) and (2).

237 Family property order

- (1) For the purposes of this Act a family property order is an order under –
 - (a) section 24 of the Matrimonial Causes Act 1973 (c. 18) (property adjustment orders in connection with matrimonial proceedings),
 - (b) section 17 or 22 of the Matrimonial and Family Proceedings Act 1984 (c. 42) (property adjustment orders etc. after overseas divorce),
 - (c) paragraph 1 of Schedule 1 to the Children Act 1989 (c. 41) (orders for financial relief against parents),
 - (d) Schedule 7 to the Family Law Act 1996 (c. 27) (transfer of tenancies on divorce or separation),
 - (e) Part 2 of Schedule 5 to the Civil Partnership Act 2004 (c. 33) (property adjustment orders in connection with civil partnership), or
 - (f) paragraph 9 or 13 of Schedule 7 to that Act (property adjustment orders etc. on overseas dissolution of civil partnership).
- (2) An order under Schedule 1 to the Matrimonial Homes Act 1983 (c. 19) (as it continues to have effect because of Schedule 9 to the Family Law Act 1996) is also a family property order.
- (3) When paragraphs 5 and 6 of Schedule 2 to the Family Law Act 1996 come into force, subsection (1)(a) has effect as if for “section 24” there were substituted “sections 23A or 24”.

238 Minor definitions

In this Act—

- “charity” has the same meaning as in the Charities Act 1993 (c. 10) (see section 96),
- “common parts”, in relation to premises subject to an occupation contract, means—
- (a) any part of a building comprising those premises, and
 - (b) any other premises,
- which the contract-holder is entitled under the terms of the contract to use in common with others,
- “contract of employment” means a contract of service or apprenticeship, whether express or implied and (if it is express) whether oral or in writing,
- “district”, in relation to a local housing authority, has the same meaning as in the Housing Act 1985 (c. 68) (see section 2),
- “enactment” includes subordinate legislation,
- “fixed term contract” means an occupation contract that is not a periodic contract,
- “housing association” has the same meaning as in the Housing Associations Act 1985 (c. 69) (see section 1),
- “housing trust” has the same meaning as in that Act (see section 2),
- “prescribed” means prescribed by regulations made by the appropriate authority (and related expressions are to be read accordingly),
- “registered charity” means a charity registered under the Charities Act 1993,
- “rent” includes a sum payable under a licence,
- “rental period” means a period in respect of which a payment of rent falls to be made.

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Crown application

240 Crown application

This Act applies to the Crown.

*Orders and regulations***241 Orders and regulations**

- (1) Any power to make an order or regulations under this Act—
 - (a) is exercisable by statutory instrument,
 - (b) may be exercised so as to make different provision for different cases or descriptions of case or different purposes or areas,
 - (c) may be exercised so as to make different provision for different kinds of occupation contracts, and
 - (d) includes power to make incidental, supplementary, consequential, transitory, transitional or saving provision.
- (2) No order or regulations to which this subsection applies may be made by the Secretary of State unless a draft of the order or regulations has been laid before, and approved by a resolution of, each House of Parliament.
- (3) Subsection (2) applies to orders or regulations under—
 - (a) section 62 (power to amend section 51),
 - (b) section 210 (power to make rent arrears pilot scheme permanent),
 - (c) section 221 (power to end protected and statutory tenancies under Rent Act 1977 (c. 42)),
 - (d) section 222 (power to end protected occupancies under Rent (Agriculture) Act 1976 (c. 80)),
 - (e) paragraph 15 of Schedule 1 (power to amend Schedule 1),
 - (f) paragraph 17 of Schedule 2 (power to amend Schedule 2).
- (4) A statutory instrument containing an order or regulations made by the Secretary of State under any other provision of this Act (except section 243) is subject to annulment in pursuance of a resolution of either House of Parliament.

*Short title, commencement and extent***242 Short title**

This Act may be cited as the Rented Homes Act 2006.

243 Commencement

- (1) Sections 240 to 244 come into force on the day on which this Act is passed.
- (2) Sections 205 to 210 come into force on such day as the Secretary of State may by order appoint.
- (3) The remaining provisions of this Act come into force—
 - (a) except in relation to Wales, on such day as the Secretary of State may by order appoint, and
 - (b) in relation to Wales, on such day as the National Assembly for Wales may by order appoint.
- (4) Different days may be appointed for different purposes.

244 Extent

- (1) Subject to subsection (2), this Act extends to England and Wales only.
- (2) Paragraph 15(2) of Schedule 6 also extends to Scotland.
- (3) This Act applies to the Isles of Scilly subject to such exceptions, adaptations and modifications as the Secretary of State may by order direct.

SCHEDULES

SCHEDULE 1

Section 1

EXCEPTIONS TO SECTION 1

PART 1

INCLUSION OF TENANCIES AND LICENCES NOT WITHIN SECTION 1

The rule

- 1 (1) A tenancy or licence which is not within section 1(2) or (3) may be an occupation contract if –
 - (a) it confers the right to occupy premises as a home on an individual (“the beneficiary”) other than the person with whom it is made, and
 - (b) the notice condition is met.
- (2) A tenancy or licence which is not within section 1 because no rent or other consideration is payable under it (and to which sub-paragraph (1) does not apply) may be an occupation contract if the notice condition is met.
- (3) The notice condition is met if, before or at the time when the tenancy or licence is made, the landlord gives a notice to the person with whom it is made stating that it is to be an occupation contract.
- (4) References to a tenancy or licence to which this paragraph applies are to a tenancy or licence –
 - (a) which is within sub-paragraph (1)(a), or
 - (b) under which no rent or other consideration is payable.

Contracts for another’s benefit: further provision

- 2 (1) This paragraph applies where a notice under paragraph 1(3) is given in relation to a tenancy or licence within paragraph 1(1)(a).
- (2) The notice may specify provisions of this Act and subordinate legislation made under it which are to have effect in relation to the occupation contract as if references to the contract-holder were references to the beneficiary.
- (3) If it does so, the provisions specified in the notice have effect accordingly.
- (4) Section 11(2)(b) and (3)(b) applies to fundamental provisions specified in the notice as if references to the contract-holder were references to the beneficiary.

PART 2

EXCLUDED TENANCIES AND LICENCES

Tenancies and licences that are never occupation contracts

The rule

- 3 (1) A tenancy or licence is not an occupation contract at any time when this paragraph applies to it.
- (2) This paragraph applies to a tenancy or licence if all the persons with whom it is made are excluded from being contract-holders by section 1(5) (individuals who have not reached the age of 16).
- (3) This paragraph also applies to –
- (a) a tenancy to which Part 2 of the Landlord and Tenant Act 1954 (c. 56) (business tenancies) applies,
 - (b) a protected occupancy or a statutory tenancy within the meaning of the Rent (Agriculture) Act 1976 (c. 80),
 - (c) a protected tenancy or a statutory tenancy within the meaning of the Rent Act 1977 (c. 42),
 - (d) a tenancy of an agricultural holding within the meaning of the Agricultural Holdings Act 1986 (c. 5),
 - (e) a farm business tenancy within the meaning of the Agricultural Tenancies Act 1995 (c. 8),
 - (f) a long tenancy (see paragraph 4),
 - (g) a tenancy or licence which relates to direct access accommodation (see paragraph 5).

Meaning of “long tenancy”

- 4 (1) “Long tenancy” means –
- (a) a tenancy for a fixed term of more than 21 years (whether or not it is or may become terminable before the end of that term by notice given by the tenant or by re-entry or forfeiture),
 - (b) a tenancy for a term fixed by law because of a covenant or obligation for perpetual renewal, other than a tenancy by sub-demise from one which is not a long tenancy, or
 - (c) a tenancy made in pursuance of Part 5 of the Housing Act 1985 (c. 68) (the right to buy), including a tenancy made in pursuance of that Part as it has effect because of section 17 of the Housing Act 1996 (c. 52) (the right to acquire).
- (2) But a tenancy terminable by notice after a death is not a long tenancy unless it is a shared ownership tenancy.
- (3) A shared ownership tenancy is a tenancy which –
- (a) was made by a housing association which was a registered social landlord,
 - (b) was made for a premium calculated by reference to a percentage of the value of the premises or of the cost of providing them, and
 - (c) when made complied with the requirements of the shared ownership regulations then in force.

- (4) A tenancy made before any shared ownership regulations were in force is to be treated as within sub-paragraph (3)(c) if, when it was made, it complied with the requirements of the first such regulations to be in force.
- (5) “Shared ownership regulations” means regulations under –
- (a) section 140(4)(b) of the Housing Act 1980 (c. 51), or
 - (b) paragraph 4(2)(b) of Schedule 4A to the Leasehold Reform Act 1967 (c. 88).

Meaning of “direct access accommodation”

- 5 (1) Direct access accommodation is accommodation which –
- (a) is provided by a community landlord or a registered charity,
 - (b) (subject to availability) is provided on demand to any person who appears to satisfy criteria determined by the community landlord or charity, and
 - (c) is provided only for periods of 24 hours (or less) at a time.
- (2) Accommodation may be direct access accommodation even if it is provided to the same person for several periods in succession.

Tenancies and licences that are not occupation contracts unless notice is given

The rule

- 6 (1) A tenancy or licence within section 1, but to which sub-paragraph (2) applies, is not an occupation contract unless the notice condition is met.
- (2) This sub-paragraph applies to a tenancy or licence –
- (a) which confers the right to occupy premises for the purposes of a holiday,
 - (b) which relates to the provision of accommodation in a care institution (see paragraph 7),
 - (c) which relates to the provision of accommodation in barracks (see paragraph 8),
 - (d) which is a temporary expedient (see paragraph 9), or
 - (e) to which the shared accommodation exception applies (see paragraph 10).
- (3) The notice condition is met if, before or at the time when the tenancy or licence is made, the landlord gives a notice to the person with whom it is made stating that it is to be an occupation contract.

Meaning of “care institution”

- 7 “Care institution” means –
- (a) a health service hospital within the meaning of the National Health Service Act 1977 (c. 49) (see section 128(1)),
 - (b) an independent hospital, a care home or a residential family centre within the meaning of the Care Standards Act 2000 (c. 14) (see sections 2 to 4), or
 - (c) a children’s home in respect of which a person is registered under Part 2 of that Act.

Meaning of “barracks”

- 8 (1) “Barracks” means a building or structure, or part of a building or structure, which—
- (a) is occupied for the purposes of any of the armed forces of the Crown, and
 - (b) is used for the provision of sleeping accommodation for one or more persons who are members of any of those forces.
- (2) But “barracks” does not include a house or flat let or licensed as a separate dwelling.

Meaning of “temporary expedient”

- 9 (1) A tenancy or licence is a temporary expedient if it is made as a temporary expedient with a person who entered the premises to which it relates (or any other premises) as a trespasser.
- (2) It is irrelevant whether or not, before the beginning of the tenancy or licence, another tenancy or licence to occupy the premises (or any other premises) had been made with the person.
- (3) A tenancy or licence which arises under section 202 is not a temporary expedient.

Meaning of “shared accommodation”

- 10 (1) The shared accommodation exception applies if—
- (a) the terms of the tenancy or licence provide for the tenant or licensee to share any accommodation with the landlord, and
 - (b) immediately before the tenancy or licence is made the landlord occupies as his only or principal home premises which include all or part of the shared accommodation.
- (2) But the exception applies only for so long as the person who is from time to time the landlord in relation to the tenancy or licence continues to occupy such premises as his only or principal home.
- (3) A tenant or licensee shares accommodation with the landlord if the tenant or licensee has the use of it in common with the landlord (whether or not in common with others).
- (4) “Accommodation” does not include an area used for storage, or a staircase, passage, corridor or other means of access.
- (5) If two or more persons are the landlord in relation to a tenancy or licence, references to the landlord are references to any one of them.

Tenancies and licences to which special rules apply

Homelessness

- 11 A tenancy or licence within section 1, but made with an individual by a local housing authority because of the authority’s functions under Part 7 of the Housing Act 1996 (c. 52) (homelessness), is not an occupation contract unless the authority has decided—

-
- (a) that the individual is eligible for assistance within the meaning of section 183 of that Act, and
 - (b) that the authority owes him a duty under section 193 of that Act (duty to secure availability of accommodation for two years).
- 12 (1) This paragraph applies where a local housing authority, in pursuance of any of the authority's housing functions under section 188, 190, 200 or 204(4) of the Housing Act 1996 (c. 52) (interim housing duties), makes arrangements with a relevant landlord for the provision of accommodation.
- (2) A tenancy or licence within section 1 but made by a relevant landlord in pursuance of the arrangements is not an occupation contract until immediately after the end of the relevant period.
- (3) Sub-paragraph (2) does not apply if, before the end of the relevant period, the landlord gives the person with whom the tenancy or licence is made notice that it is an occupation contract.
- (4) The relevant period is the period of 12 months starting with –
- (a) the day on which that person was notified of the authority's decision under section 184(3) or 198(5) of the Housing Act 1996, or
 - (b) if there is a review of that decision under section 202 of that Act or an appeal to the court under section 204 of that Act, the day on which he is notified of the decision on review or the appeal is finally determined.
- (5) "Relevant landlord" means –
- (a) a community landlord which is a registered social landlord, or
 - (b) a private landlord.

Supported accommodation

- 13 (1) A tenancy or licence within section 1, but which relates to supported accommodation, is not an occupation contract if it is intended that accommodation will be provided under it for a period which is no longer than the relevant period.
- (2) But if the tenancy or licence continues after the end of the relevant period, it becomes an occupation contract immediately after the end of the relevant period.
- (3) The effective date of an occupation contract under sub-paragraph (2) is the day immediately after the last day of the relevant period.
- (4) The relevant period is the period of four months starting with the start date of the tenancy or licence, but this is subject to paragraph 14.
- (5) In this Schedule, the start date of a tenancy or licence is the day on which the tenant or licensee is first entitled to occupy the premises subject to the tenancy or licence.
- 14 (1) This paragraph applies if –
- (a) the tenant or licensee was previously entitled to occupy supported accommodation under one or more relevant tenancies or licences ("the previous contracts"), and
 - (b) the current tenancy or licence is the immediate successor of the previous contract (or one of the previous contracts).

- (2) A relevant tenancy or licence is a tenancy or licence which relates to supported accommodation and to—
 - (a) the premises to which the current tenancy or licence relates, or
 - (b) premises in the same unit as the premises to which the current tenancy or licence relates.
- (3) If there is a sole tenant or licensee and one previous contract, the relevant period is the period of four months starting with the start date of the previous contract.
- (4) If there is a sole tenant or licensee and two or more previous contracts, the relevant period is the period of four months starting with the start date of the most recent of the previous contracts which was not itself the immediate successor of a relevant tenancy or licence.
- (5) If there are joint tenants or licensees, the relevant period is the period of four months starting with the date identified by—
 - (a) identifying, in relation to each joint tenant or licensee, the date on which the relevant period would start under sub-paragraphs (3) and (4) if he were the sole tenant or licensee, and
 - (b) taking the earliest of those dates.
- (6) A tenancy or licence (“contract 2”) is the immediate successor of another tenancy or licence (“contract 1”) if contract 1 ends immediately before the start date of contract 2.

PART 3

POWER TO AMEND SCHEDULE

- 15 (1) The appropriate authority may by order amend this Schedule.
- (2) An order under sub-paragraph (1) may make consequential amendments to and repeals of any enactment.

SCHEDULE 2

Sections 4 and 5

OCCUPATION CONTRACTS WHICH MAY BE STANDARD CONTRACTS

Occupation contracts by notice

- 1 An occupation contract which would not be an occupation contract but for a notice under paragraph 1 or 6 of Schedule 1.

Supported accommodation

- 2 An occupation contract which relates to supported accommodation.

Probationary occupation

- 3 (1) An occupation contract within this paragraph which does not relate to supported accommodation.

- (2) An occupation contract is within this paragraph unless, immediately before the relevant date –
- (a) a contract-holder under it was a contract-holder under a secure contract, and
 - (b) the landlord under the secure contract was a community landlord.
- (3) The relevant date –
- (a) in relation to a contract made by a community landlord, is the effective date, and
 - (b) in relation to a contract under which a community landlord becomes the landlord, is the day on which it becomes the landlord.

Accommodation for asylum seekers

- 4 An occupation contract made in order to provide accommodation under Part 6 of the Immigration and Asylum Act 1999 (c. 33) (support for asylum seekers).

Accommodation for displaced persons

- 5 An occupation contract made under the Displaced Persons (Temporary Protection) Regulations 2005 (S.I. 2005/1379).

Accommodation for homeless persons

- 6 An occupation contract made as described in paragraph 11 or 12 of Schedule 1 (accommodation for homeless persons).

Service occupancy: general

- 7 (1) An occupation contract where the contract-holder –
- (a) is employed by a relevant employer, and
 - (b) is required by his contract of employment to occupy the premises.
- (2) “Relevant employer” means –
- (a) a local authority,
 - (b) a new town corporation,
 - (c) a housing action trust,
 - (d) an urban development corporation,
 - (e) a registered social landlord (other than a fully mutual housing association or a co-operative housing association),
 - (f) a manager who exercises a local housing authority’s management functions under a management agreement, or
 - (g) the governors of a voluntary aided school.
- (3) “Management agreement” means an agreement under section 27 of the Housing Act 1985 (c. 68) and “manager” means a person with whom the agreement is made.
- (4) “Voluntary aided school” has the same meaning as in the School Standards and Framework Act 1998 (c. 31).

Service occupancy: police

- 8 An occupation contract where –
- (a) the contract-holder is a member of a police force, and
 - (b) the premises are provided for the contract-holder free of rent under regulations made under section 50 of the Police Act 1996 (c. 16) (general regulations as to government, administration and conditions of service).

Service occupancy: fire and rescue services

- 9 An occupation 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 to live in close proximity to a particular fire station, and
 - (c) the premises were provided to him by the fire and rescue authority in consequence of that requirement.

Student accommodation

- 10 (1) An occupation contract where the right to occupy is conferred for the purpose of enabling the contract-holder to attend a designated course at an educational establishment.
- (2) "Designated course" means a course of any kind prescribed for the purposes of this paragraph.
- (3) "Educational establishment" means an institution or university which provides further education or higher education (or both); and "further education" and "higher education" have the same meaning as in the Education Act 1996 (c. 56) (see sections 2 and 579).

Temporary accommodation: land acquired for development

- 11 (1) An occupation contract where –
- (a) the premises are, or are part of, land which has been acquired for development, and
 - (b) the premises are used by the landlord as temporary housing accommodation pending development of the land.
- (2) "Development" has the meaning given by section 55 of the Town and Country Planning Act 1990 (c. 8).

Temporary accommodation: persons taking up employment

- 12 (1) An occupation contract where –
- (a) immediately before the making of the contract the contract-holder was not living in the district in which the premises are situated,
 - (b) before the making of the contract the contract-holder obtained employment or an offer of employment in the district or its surrounding area, and
 - (c) the right to occupy was conferred for the purpose of meeting the contract-holder's need for temporary accommodation in the district

or its surrounding area in order to work there, and enabling him to find permanent accommodation there.

- (2) In this paragraph—
 “district” means district of a local housing authority, and
 “surrounding area”, in relation to a district, means the area consisting of each district that adjoins it.

Temporary accommodation: short-term arrangements

- 13 An occupation contract where—
- (a) the premises have been let to the landlord with vacant possession for use as temporary housing accommodation,
 - (b) the terms on which they have 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 premises other than under the lease in question or as mortgagee.

Temporary accommodation: accommodation during works

- 14 (1) An occupation contract where—
- (a) the premises (the “temporary premises”) have been made available for occupation by the contract-holder (“C”) (or C’s predecessor) while works are carried out on the premises previously occupied by C (or C’s predecessor) as a home,
 - (b) the landlord of the temporary premises is not the same as the landlord of the premises previously occupied by C (or C’s predecessor) (the “old premises”), and
 - (c) C (or C’s predecessor) was not a contract-holder under a secure contract of the old premises at the time when C (or C’s predecessor) ceased to occupy them as a home.
- (2) A person is a predecessor of a contract-holder under an occupation contract if he was an earlier contract-holder under the same contract.

Accommodation which is not social accommodation

- 15 (1) An occupation contract where the landlord is a registered social landlord and—
- (a) the allocation rules did not apply to the making of the contract, or
 - (b) the premises are made available to the contract-holder because he is a key worker.
- (2) The allocation rules are the landlord’s rules for determining priority as between applicants in the allocation of housing accommodation, and include any rule or practice whereby the landlord provides accommodation to persons nominated by a local housing authority.
- (3) Whether a contract-holder is a “key worker” is to be determined in accordance with regulations made by the appropriate authority.

- (4) The regulations may include provision identifying key workers by reference to the nature of their employment, the identity of their employer, and the amount of their earnings.
- (5) The Secretary of State must consult the Housing Corporation before making regulations under this paragraph.

Premises intended for transfer

- 16 An occupation contract where –
- (a) the community landlord is a registered social landlord,
 - (b) the landlord has acquired or built or otherwise developed the premises with the intention of transferring them to a fully mutual housing association or a co-operative housing association, and
 - (c) the occupation contract is made in anticipation of the transfer of the premises.

Power to amend

- 17 (1) The appropriate authority may by order amend this Schedule; but the National Assembly for Wales may do so only if it has not made an order under section 9.
- (2) An order under sub-paragraph (1) may make consequential amendments to and repeals of any enactment.

SCHEDULE 3

Section 57

POWER OF COURT TO REMAND

Introductory

- 1 (1) This Schedule applies where the court has power to remand a person under section 57.
- (2) In this Schedule “court” includes the relevant judge.

Remand in custody or on bail

- 2 (1) The court may –
- (a) remand the person in custody (that is, commit him to custody to be brought before the court at the end of the period of remand or at such earlier time as the court may require), or
 - (b) remand him on bail in accordance with sub-paragraph (2).
- (2) The court may remand him on bail –
- (a) by taking from him a recognizance (with or without sureties) conditioned as provided in paragraph 3, or
 - (b) by fixing the amount of the recognizances with a view to their being taken subsequently in accordance with paragraph 6 and in the meantime committing him to custody in accordance with sub-paragraph (1)(a).

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- (3) Where a person is brought before the court after remand, the court may further remand him.
- 3 (1) If a person is remanded on bail under paragraph 2(1)(b), the court may direct that his recognizance be conditioned for his appearance –
- (a) before that court at the end of the period of remand, or
 - (b) at every time and place to which during the course of the proceedings the hearing may from time to time be adjourned.
- (2) If a recognizance is conditioned for a person's appearance as mentioned in sub-paragraph (1)(b), the fixing of any time for him next to appear is to be treated as a remand.
- (3) Nothing in this paragraph deprives the court of the power at a subsequent hearing to remand him afresh.
- 4 (1) The court may not remand a person for a period exceeding eight clear days, except that –
- (a) if the court remands him on bail, it may remand him for a longer period if he and the landlord on whose application the injunction was granted consent, and
 - (b) if the court adjourns a case under section 58(1), the court may remand him for the period of the adjournment.
- (2) Where the court has power to remand a person in custody it may, if the remand is for a period not exceeding three clear days, remit him to the custody of a constable.

Further remand

- 5 (1) If the court is satisfied that a person who has been remanded is unable by reason of illness or accident to appear or be brought before the court at the end of the period for which he was remanded, the court may, in his absence, remand him for a further time.
- (2) In the case of a person who was remanded on bail, the power under sub-paragraph (1) may be exercised by enlarging his recognizance (and those of any sureties for him) to a later time.
- (3) Where a person remanded on bail is bound to appear before the court at any time and the court has no power to remand him under sub-paragraph (1), the court may in his absence enlarge his recognizance (and those of any sureties for him) to a later time; and the enlargement of his recognizance is to be treated as a further remand.
- (4) Paragraph 4(1) does not apply to the exercise of the powers conferred by this paragraph.

Postponement of taking of recognizance

- 6 Where under paragraph 2(2)(b) the court fixes the amount in which the principal (and his sureties, if any) are to be bound, the recognizance may afterwards be taken by such person as may be specified by rules of court, with the same consequences as if it had been entered before the court.

SCHEDULE 4

Sections 109 and 121

REASONABLENESS OF WITHHOLDING CONSENT, ETC.

Introductory

- 1 This Schedule applies for the purposes of assessing whether –
 - (a) it is reasonable for a landlord to refuse consent to a transaction, or
 - (b) a condition subject to which the landlord gives consent is reasonable.

Status of occupation contract

- 2 The relevant circumstances may include whether any party to the contract has taken steps towards ending the contract or done any act which may cause the contract to end.

The premises

- 3 (1) The following circumstances may be relevant.
 - (2) The size and suitability of the premises affected by the transaction.
 - (3) Whether, as a result of the transaction, the premises will –
 - (a) constitute an overcrowded dwelling for the purposes of Part 10 of the Housing Act 1985 (c. 68) (see section 324),
 - (b) provide substantially more extensive accommodation than is reasonably required by the persons who will occupy the premises as a home, or
 - (c) provide accommodation that is not suitable to the needs of the persons who will occupy the premises as a home.
 - (4) Whether, if the transaction were to take place, an estate management ground would become available to the landlord.
 - (5) If the landlord has established requirements as to –
 - (a) the number of persons who are to occupy the premises affected by the transaction as a home, or
 - (b) the age or general characteristics of those persons,whether the persons who will occupy the premises as a home will comply with those requirements.
 - (6) But the landlord's requirements are to be taken into account under sub-paragraph (5) only to the extent that they are reasonable.

Circumstances of contract-holder, etc.

- 4 (1) The relevant circumstances may include the probable effect of the transaction on the private and family life of –
 - (a) the parties to the transaction, and
 - (b) any other person who occupies, or as a result of the transaction will occupy, the premises affected by the transaction as a home.
- (2) The relevant circumstances may include the financial interests of the contract-holder; but this sub-paragraph does not apply if the occupation contract is a secure contract and the landlord is a community landlord.

- 5 (1) The relevant circumstances may include the conduct of the contract-holder (including, in particular, whether he is or has been in breach of the occupation contract).
- (2) If the contract-holder is in breach of the occupation contract when he requests the landlord's consent to the transaction, it is reasonable for the landlord to impose a condition that—
 - (a) his consent is to take effect only after the contract-holder ceases to be in breach, or
 - (b) despite anything in this Act or the occupation contract the person, or all the persons, who will be contract-holders after the transaction are to be liable in respect of the breach.

Landlord's circumstances

- 6 (1) The following circumstances may be relevant.
 - (2) The landlord's interests, including his financial interests.
 - (3) If the landlord is a community landlord, the probable effect of the transaction on its ability to fulfil its housing functions.
 - (4) Whether (and if so, when) a person would obtain premises (or premises similar to the premises affected by the transaction) from the landlord if the transaction did not take place.
 - (5) If the landlord is required to publish a summary of rules under section 106 of the Housing Act 1985 (c. 68) (allocation of housing accommodation), those rules.
 - (6) If the landlord is a local housing authority, its allocation scheme (within the meaning of section 167 of the Housing Act 1996 (c. 52)) and any information available under section 167(4A) of that Act to a person applying for an allocation of housing accommodation.
 - (7) If neither sub-paragraph (5) nor sub-paragraph (6) applies but the landlord has criteria for the allocation of accommodation, those criteria.
 - (8) Whether the transaction accords (or the conditions to which the transaction is subject accord) with a management code issued under section 211.
- 7 (1) The landlord's refusal of consent is reasonable if—
 - (a) the landlord is a local housing authority, and
 - (b) as a result of the transaction a person who is ineligible (or is to be treated as ineligible) for an allocation of housing accommodation by the landlord will become a contract-holder.
 - (2) Sub-paragraph (1) does not apply to a transfer to a potential successor under section 131 or to a secure contract-holder under section 132.
 - (3) Whether a person is ineligible, or is to be treated as ineligible, for an allocation of housing accommodation by the landlord is to be determined in accordance with section 160A of the Housing Act 1996 and regulations under that section.

Proposed joint contract-holder

- 8 (1) If the contract-holder under the occupation contract seeks the landlord's consent to adding a joint contract-holder under section 108, the relevant circumstances may include –
- (a) whether the proposed joint contract-holder is a suitable contract-holder,
 - (b) whether he is a member of the contract-holder's family and, if so, the nature of the relationship,
 - (c) whether he is likely to become a sole contract-holder in relation to the premises,
 - (d) whether he is likely, but for being made a joint contract-holder, to succeed to the contract under section 141.
- (2) Circumstances relevant to paragraph 8(1)(a) may include whether the proposed joint contract-holder –
- (a) is likely to comply with the contract, and
 - (b) has complied with other occupation contracts (whether as contract-holder under those contracts or otherwise).
- (3) Circumstances relevant to paragraph 8(1)(c) may include –
- (a) whether the landlord would have been able to refuse consent if the contract-holder requested the landlord's consent to a transfer of the contract to the proposed joint contract-holder, and
 - (b) any circumstances that would be relevant if the landlord were considering whether to make a new occupation contract in relation to the premises with that person.
- (4) Circumstances relevant to paragraph 8(1)(d) may include the probable effect of giving consent as regards –
- (a) the persons who may in future be qualified to succeed to the occupation contract, and
 - (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.
- (5) If the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in sub-paragraph (6).
- (6) The condition is that the joint contract-holder is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

Potential successor

- 9 (1) This paragraph applies if the contract-holder under the occupation contract seeks the landlord's consent to a transfer of the contract to a potential successor in accordance with section 131.
- (2) The relevant circumstances may include the probable effect of giving consent as regards –
- (a) the persons who may in future be qualified to succeed to the occupation contract, and

- (b) the period for which the occupation contract is likely to continue in force if one or more of those persons do succeed to it.
- (3) If the landlord considers that the probable effect of giving consent is to lengthen substantially the period during which the occupation contract is likely to continue in force, it is reasonable for the landlord to impose the condition mentioned in sub-paragraph (4).
- (4) The condition is that the potential successor is to be treated for the purposes of this Act as a priority successor or as a reserve successor in relation to the occupation contract.

Transfer to secure contract-holder

- 10 (1) This paragraph applies if the contract-holder under a secure contract (“the transferor”) seeks to transfer the contract in accordance with section 132 to a person (“the transferee”) who is a contract-holder under another secure contract.
- (2) The relevant circumstances may include whether the transfer is to be part of a series of transactions and, if it is, all the circumstances relating to the other transactions intended to be part of the series.
 - (3) If the transfer is to be part of a series of transactions it is reasonable to impose a condition that the transfer may take place only if the other transactions take place.
 - (4) The relevant circumstances may include whether the transferee is a priority or reserve successor in relation to the secure contract under which he is a contract-holder before the transfer.
 - (5) If he is, it is reasonable to impose a condition requiring that the transferee is to be treated for the purposes of this Act as a successor of that kind in relation to the secure contract transferred to him by the transferor.

SCHEDULE 5

Sections 162 and 200.

SUITABLE ALTERNATIVE ACCOMMODATION

Introductory

- 1 (1) This Schedule applies for the purposes of –
- (a) an order under section 162(3)(b) (appeal following possession for abandonment), or
 - (b) a possession order under section 200 (estate management grounds).
- (2) In this Schedule the premises previously occupied by the contract-holder or of which possession is sought are referred to as “the existing premises”, and the occupation contract to which those premises were or are subject is referred to as “the existing contract”.

Certificate of local housing authority

- 2 (1) This paragraph applies if this Schedule applies because of section 200 and the landlord under the existing contract is not a local housing authority.

- (2) A certificate of the local housing authority for the district in which the existing premises are 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 by that date.

Suitable accommodation

- 3 (1) This paragraph applies if –
 - (a) this Schedule applies because of section 162, or
 - (b) this Schedule applies because of section 200 and either no certificate under paragraph 2 is produced to the court, or the landlord in relation to the existing premises is a local housing authority.
- (2) Accommodation is suitable if –
 - (a) it is to be occupied by the contract-holder under an occupation contract that affords him security of tenure reasonably equivalent to that afforded 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 family.
- (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 family

- 4 (1) The court must determine whether accommodation is reasonably suitable to the needs of the contract-holder and his family in accordance with this paragraph.
- (2) The court must consider –
 - (a) the needs of the contract-holder and his family as regards extent of accommodation,
 - (b) if the landlord is a private landlord, the needs of the contract-holder and his family as regards character of accommodation,
 - (c) the means of the contract-holder and his family,
 - (d) if the contract-holder or a member of his 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 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 family and, if so, the nature of that furniture.
- (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 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).

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.

SCHEDULE 6

Sections 185 and 189

ESTATE MANAGEMENT GROUNDS

PART 1

THE GROUNDS

Ground A

- 1 The landlord intends, within a reasonable time of obtaining possession of the premises –
 - (a) to demolish or reconstruct the building or part of the building comprising the premises, or
 - (b) to carry out work on that building or on land treated as part of the premises,
 and cannot reasonably do so without obtaining possession of the premises.

Ground B

- 2 (1) This ground arises if the premises satisfy the first condition or the second condition.
- (2) The first condition is that the premises are in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the premises in accordance with the scheme.
- (3) The second condition is that part of the premises is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme and for that purpose reasonably requires possession of the premises.

Ground C

- 3 (1) The landlord is a charity and the contract-holder's continued occupation of the premises would conflict with the objects of the charity.
- (2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.

Ground D

- 4 The premises have features which are substantially different from those of ordinary premises and which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the premises and –
- (a) there is no longer such a person living in the premises, and
- (b) the landlord requires them for occupation by such a person (whether alone or with members of his family).

Ground E

- 5 (1) The landlord is a housing association or housing trust which makes premises available only for occupation (whether alone or with others) by persons who are difficult to house, and –
- (a) either there is no longer such a person living in the premises or a local housing authority has offered the contract-holder a right to occupy other premises under a secure contract, and
- (b) the landlord requires the premises for occupation by such a person (whether alone or with members of his family).
- (2) A person is difficult to house if his circumstances (other than merely financial circumstances) make it especially difficult for him to satisfy his need for housing.

Ground F

- 6 The premises constitute part of a group of premises which it is the practice of the landlord to make available for occupation by persons with special needs and –
- (a) a social service or special facility is provided in close proximity to the group of premises in order to assist persons with those special needs,

- (b) there is no longer a person with those special needs living in the premises, and
- (c) the landlord requires the premises for occupation by a person who has those special needs (whether alone or with members of his family).

Ground G

- 7 The contract-holder succeeded to the occupation contract under section 141 as a reserve successor of the previous contract-holder, and the accommodation comprised in the premises is more extensive than is reasonably required by the contract-holder.

Ground H

- 8 (1) This ground arises if the first condition and the second condition are met.
- (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—
- (a) section 112 or 114 (withdrawal), or
 - (b) section 115, 117 or 119 (exclusion).
- (3) The second condition is that—
- (a) the accommodation comprised in the premises is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
 - (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

Ground I

- 9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the premises.
- (2) An estate management reason may, in particular, relate to—
- (a) all or part of the premises, or
 - (b) any other premises of the landlord to which the premises are connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

PART 2

APPROVAL OF REDEVELOPMENT SCHEMES

Approval and variation of scheme

- 10 (1) The appropriate authority may, on the application of a landlord, approve for the purposes of Ground B a scheme for the disposal and redevelopment of an area of land consisting of or including the whole or part of premises subject to an occupation contract.
- (2) For the purposes of this paragraph—

- (a) “disposal” means a disposal of any interest in the land (including the grant of an option), and
 - (b) “redevelopment” means the demolition or reconstruction of buildings or the carrying out of other works to buildings or land, and it is immaterial whether the disposal is to precede or follow the redevelopment.
- (3) The appropriate authority may on the application of the landlord approve a variation of a scheme previously approved by it and may, in particular, approve a variation adding land to the area subject to the scheme.

Notice to contract-holders affected

- 11 (1) If a landlord proposes to apply to the appropriate authority for the approval (or variation) of a scheme, the landlord must give a notice to the contract-holder under any affected occupation contract.
- (2) An occupation contract is affected if the premises subject to it are affected by the proposal.
- (3) The notice must state –
- (a) the main features of the proposed scheme (or the scheme as proposed to be varied),
 - (b) that the landlord proposes to apply to the appropriate authority for approval of the scheme (or variation), and
 - (c) that, because of section 185 and Ground B, the effect of such approval will be to enable the landlord to make a possession claim in respect of the premises.
- (4) The notice must also inform the contract-holder that –
- (a) he may make representations to the landlord about the proposal, and
 - (b) the representations must be made before the end of the period of 28 days starting with the day on which the notice is given to him (or such longer period as the landlord may specify in the notice).
- (5) The landlord may not apply to the appropriate authority until the landlord has considered the representations made to him before the end of that period.

Decision on approval or variation

- 12 (1) In considering whether to give its approval to a scheme (or variation) the appropriate authority must, in particular, take into account –
- (a) the effect of the scheme on the extent and character of housing accommodation in the neighbourhood,
 - (b) the period of time proposed in the scheme as the period within which the proposed disposal and redevelopment will take place, and
 - (c) the extent to which the scheme includes provision for housing provided under the scheme to be sold to, or occupied under occupation contracts by, relevant persons.
- (2) “Relevant persons” means existing contract-holders of the landlord and, if the landlord is a community landlord, persons nominated by the landlord.
- (3) The appropriate authority must also take into account –
- (a) any representations made to it, and

- (b) so far as they are brought to the appropriate authority's notice, any representations made to the landlord.
- (4) The landlord must give to the appropriate authority such information as to the representations made to the landlord, and other relevant matters, as the appropriate authority may determine.
- (5) Sub-paragraph (6) applies in the case of a landlord under an occupation contract who would (but for this paragraph) be required under section 212 to consult the contract-holder as regards a redevelopment scheme (or a variation of a redevelopment scheme).
- (6) This paragraph is to apply in relation to the landlord's consultation with the contract-holder instead of that section.

Scheme affecting part of premises etc.

- 13 The appropriate authority may not approve a scheme (or variation) so as to include in the area subject to the scheme –
 - (a) part only of any premises subject to an occupation contract, or
 - (b) any premises subject to an occupation contract that are not affected by the works involved in the redevelopment but are proposed to be disposed of along with other land which is so affected,
 unless it is satisfied that the inclusion is justified in the circumstances.

Conditions

- 14 (1) The approval may be given subject to conditions and may be expressed to end after a specified period.
- (2) The appropriate authority, on the application of the landlord or otherwise, may vary an approval so as to –
 - (a) add, remove or vary conditions to which the approval is subject, or
 - (b) extend or restrict the period after which the approval is to end.

Premises of registered social landlords etc.

- 15 (1) The functions of the appropriate authority under this Part of this Schedule are to be exercised by the Housing Corporation if –
 - (a) the landlord is a social landlord registered in the register maintained under section 1(1) of the Housing Act 1996 (c. 52), and
 - (b) under section 56 of that Act, the Housing Corporation is the relevant authority in relation to the landlord.
- (2) The functions of the appropriate authority under this Part of this Schedule are to be exercised by the Scottish Ministers if the landlord is a social landlord registered in the register of social landlords under section 57 of the Housing (Scotland) Act 2001 (asp 10).

Special provision for community landlords

- 16 For the purposes of this Part of this Schedule a community landlord is to be treated as being a landlord in relation to premises if it has an interest of any description in those premises.

SCHEDULE 7

Sections 199, 200 and 201.

POSSESSION ORDERS 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 199 (breach of contract) or 200 (estate management grounds), or
 - (b) to make a decision under section 201 to adjourn proceedings on a possession claim or postpone the giving up of possession.
- 2 In determining whether to make such an order or decision the court must consider whether it is reasonable, having regard to the circumstances relevant to the particular case, to make that order or decision instead of—
 - (a) no order or decision, or
 - (b) any other order or decision available to the court.

Relevant circumstances: general

- 3 If a possession claim is made on the ground in section 183 (breach of contract) the relevant circumstances may include—
 - (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 premises) 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.
- 4 The relevant circumstances may include whether the landlord has offered or undertakes to offer a new occupation contract (whether for the same or other premises) to one or more of the persons occupying or living in the premises.
- 5 The likelihood that a person will be assisted under Part 7 of the Housing Act 1996 (c. 52) (homelessness) is not a relevant circumstance.

Relevant circumstances as regards the contract-holder

- 6 The relevant circumstances as regards the contract-holder may include—
 - (a) the probable effect of the order on the contract-holder's private and family life (or on the private and family life of permitted occupiers of the premises), and
 - (b) 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.

Relevant circumstances as regards the landlord

- 7 The relevant circumstances as regards the landlord may include—
 - (a) the probable effect of not making the order on the landlord's interests, including his financial interests, and
 - (b) if the landlord is a community landlord, the probable effect of not making the order on the landlord's ability to fulfil its housing

functions, including the assistance of other persons in need of accommodation.

- 8 If the landlord has issued a management code under section 211 which relates to the premises, the relevant circumstances may include whether he has taken it into account in making a possession claim in relation to the premises.

Relevant circumstances as regards other persons

- 9 (1) The relevant circumstances may include the effect of making the order on—
- (a) contract-holders and permitted occupiers of other premises 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) The relevant circumstances under sub-paragraph (1) may in particular include the effect of the circumstances listed in paragraph 3 on the persons listed in that sub-paragraph.
- 10 If the landlord makes a possession claim relying on a breach of section 51 (prohibited conduct), the relevant circumstances may include the general public interest in restraining the conduct prohibited by that section.

Relevant circumstances relating to Ground G

- 11 If the landlord makes a possession claim relying wholly or partly on Ground G of the estate management grounds (accommodation not required by successor), the relevant circumstances include—
- (a) the age of the contract-holder,
 - (b) the period during which the contract-holder has occupied the premises as his only or principal home, and
 - (c) any financial or other support given by the contract-holder to the previous contract-holder (or, if the previous contract-holder was the successor of an earlier contract-holder, to that earlier contract-holder).

Relevant circumstances relating to Ground H

- 12 If the landlord makes a possession claim relying wholly or partly on Ground H of the estate management grounds (departing joint contract-holder), the relevant circumstances include—
- (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 premises as his only or principal home.

SCHEDULE 8

Section 219

CONVERSION OF EXISTING TENANCIES AND LICENCES

Definitions

- 1 In this Schedule –
- “converted contract” means a tenancy or licence which existed immediately before the appointed day and became an occupation contract on that day,
 - “converted secure contract” means a converted contract which became a secure contract on the appointed day,
 - “converted standard contract” means a converted contract which became a standard contract on the appointed day, and
 - “the initial notice period” is the period of two months starting with the appointed day.

Deemed tenancies and licences

- 2 (1) This paragraph applies where immediately before the appointed day –
- (a) premises are occupied as a home by a person who is a trespasser, but previously occupied the premises as a tenant or licensee, and
 - (b) there is in relation to the tenancy or licence under which he occupied the premises an order for recovery of possession of the premises which has not been executed.
- (2) This Act applies as if the tenancy or licence existed immediately before the appointed day; but the order for recovery of possession remains in force.

Determination of whether existing tenancy or licence is occupation contract

- 3 (1) Schedule 1 applies to –
- (a) a tenancy or licence which immediately before the appointed day was a secure tenancy, an assured tenancy, an introductory tenancy or a demoted tenancy, and
 - (b) a tenancy which existed immediately before the appointed day but is not within paragraph (a),
- as if paragraphs 6(2)(b) and 7 (care institutions) were omitted.
- (2) Schedule 1 applies to a tenancy which immediately before the appointed day was a secure tenancy, an assured tenancy, an introductory tenancy or a demoted tenancy as if paragraphs 6(2)(d) and 9 (temporary expedients) were omitted.
- (3) The landlord may, in relation to a tenancy or licence which existed immediately before the appointed day, give notice under paragraph 1 or 6 of Schedule 1 at any time before the end of the initial notice period.
- (4) If he does so, the tenancy or licence is to be treated as having become an occupation contract on the appointed day.

Determination of whether converted contract is secure contract or standard contract

- 4 Sections 4 to 10 (community landlords and private landlords) apply to a converted contract –

- (a) under which the landlord is a private landlord, and
 - (b) which immediately before the appointed day was a secure tenancy under which the landlord was a private landlord,as if the landlord were a community landlord.
- 5 (1) The landlord under a converted contract may give notice under section 4(2)(c) (notice of standard contract) at any time before the end of the initial notice period.
- (2) If he does so, the contract is to be treated as having become a standard contract on the appointed day.
- (3) The landlord under a converted contract may give notice under section 10(1) (notice of secure contract) at any time before the end of the initial notice period.
- (4) If he does so, the contract is to be treated as having become a secure contract on the appointed day.
- 6 A converted contract which immediately before the appointed day was an introductory tenancy has effect as a probationary standard contract.
- 7 A converted contract has effect as a prohibited conduct standard contract if immediately before the appointed day –
 - (a) section 20B of the Housing Act 1988 (c. 50) (demoted assured shorthold tenancies) applied to it, or
 - (b) section 143A of the Housing Act 1996 (c. 52) (demoted tenancies) applied to it.
- 8 (1) A converted contract to which sub-paragraph (2) applies is an additional exception to section 4(1) (contracts made by community landlord are secure contracts).
- (2) This sub-paragraph applies to a converted contract which immediately before the appointed day was a tenancy or licence for a fixed term, provided that –
 - (a) a premium was paid for the contract, and
 - (b) before the end of the period of one month starting with the appointed day, the contract-holder elects that the contract should become a fixed term standard contract.
- (3) Before the appointed day, a community landlord who is the landlord under a tenancy or licence for a fixed term, and for which a premium was paid, must –
 - (a) inform the contract-holder of his right to make an election under sub-paragraph (2)(b) and of the time by which the election must be made, and
 - (b) explain how section 4 will apply to the contract if the contract-holder does not make the election.
- 9 (1) This paragraph applies where a community landlord becomes the landlord under a fixed term standard contract before the end of the period of one month starting with the appointed day.
- (2) Clause 5 (contracts adopted by community landlord) applies as if in subsection (8)(b), for “before the community landlord becomes the landlord”

- there were substituted “before the end of the period of one month starting with the appointed day”.
- (3) The landlord must give the contract-holder the notice required by clause 8(1) on the appointed day.
- 10 (1) The following are additional exceptions to sections 4(1) and 5(3) (contracts made or adopted by community landlord are secure contracts).
- (2) A converted contract which before the appointed day –
- (a) had been a secure tenancy, but
 - (b) had ceased to be such a tenancy because of section 89, 91 or 93 of the Housing Act 1985 (c. 68) (succession, assignment and sub-letting).
- (3) A converted contract which before the appointed day –
- (a) had been an introductory tenancy, but
 - (b) had ceased to be such a tenancy because of section 133 of the Housing Act 1996 (c. 52) (succession).
- (4) A converted contract which before the appointed day –
- (a) had been a demoted tenancy, but
 - (b) had ceased to be such a tenancy because of section 143I of the Housing Act 1996 (succession).
- 11 A converted secure contract which immediately before the appointed day was a secure tenancy becomes a standard contract if –
- (a) the tenant died before the appointed day, and
 - (b) after that day an event occurs which, but for this Act, would under section 89 of the Housing Act 1985 (succession) have caused the contract to cease to be a secure tenancy.

Written statement of converted contract

- 12 (1) The landlord must give the contract-holder under a converted contract a written statement of the contract before the end of the initial notice period.
- (2) Any references in this Act to the landlord’s obligation under section 24(1) are to be read, in relation to converted contracts, as references to the landlord’s obligation under sub-paragraph (1).
- (3) Section 30 (failure to provide statement: compensation) applies in relation to that obligation as if the reference in subsection (6)(a) to the effective date were to the first day of the period of 14 days ending with the last day of the initial notice period.
- 13 Sections 31 and 32 (applications to court) apply in relation to a written statement provided because of paragraph 12(1) as if –
- (a) in subsection (3) of each section, for “the period of two weeks starting with the relevant date” there were substituted “the initial notice period”, and
 - (b) sections 31(11) and 32(9) were omitted.

Rights and obligations under the contract

- 14 (1) Sub-paragraph (2) has effect in relation to a converted contract to which this paragraph applies as if it were a supplementary provision prescribed by the appropriate authority under section 21.
- (2) The contract-holder (or if more than one, at least one of them) must occupy the premises subject to the contract as his only or principal home.
- (3) This paragraph applies to a converted contract which immediately before the appointed day was—
- (a) a protected or statutory tenancy,
 - (b) a secure tenancy,
 - (c) an assured tenancy,
 - (d) an introductory tenancy, or
 - (e) a demoted tenancy.
- 15 (1) Section 68(1) (information about parties) applies in relation to a converted contract as if for “the period of two weeks starting with the effective date of the contract” there were substituted “the initial notice period”.
- (2) Section 69(2) (compensation) applies in relation to section 68(1), as modified by sub-paragraph (1), as if the relevant date were the first day of the period of 14 days ending with the last day of the initial notice period.

Variation

- 16 (1) A converted contract may not be varied before the landlord has given the contract-holder a written statement of the contract.
- (2) Sub-paragraph (1) does not apply to a variation under section 80 or 85 (variation of rent).
- 17 (1) Sections 80 and 85 (variation of rent) apply to a converted contract as if any variations in the rent payable under the contract before the appointed day were variations under that section.
- (2) The appropriate authority must by regulations make provision—
- (a) enabling the contract-holder under a relevant converted contract, following receipt of a notice under section 80 or 85, to apply to a prescribed person or persons for a determination of the rent for the premises, and
 - (b) for the rent determined by the prescribed person or persons, in accordance with such assumptions as may be prescribed, to be the rent for the premises under the contract (unless the landlord and contract-holder otherwise agree).
- (3) A converted contract is relevant if immediately before the appointed day it was a tenancy to which section 13 of the Housing Act 1988 (c. 50) (increases of rent under assured periodic tenancies) applied.

Probationary standard contracts

- 18 (1) This paragraph applies to a converted contract which has effect as a probationary standard contract because of paragraph 6.
- (2) The probation period of the contract ends if—

- (a) the tenant died before the appointed day, and
 - (b) after that day an event occurs which, but for this Act, would under section 133 of the Housing Act 1996 (c. 52) (succession) have caused the contract to cease to be an introductory tenancy, but section 98(1) (conversion to secure contract) does not apply where the probation period ends because of this sub-paragraph.
- (3) This Act applies as if the reference in section 99(7) to the probation date of the contract were to the day which was the beginning of the trial period under section 125(2)(a) and (b) of the Housing Act 1996.
- (4) Section 100 (modification of probation period) applies as if references to probationary standard contracts were to –
- (a) assured shorthold tenancies under which the landlord was a registered social landlord, or
 - (b) introductory tenancies.
- (5) For the purposes of section 100 the probation date of an introductory contract is the day which was the beginning of the trial period under section 125(2)(a) and (b) of the Housing Act 1996.
- (6) For the purposes of section 100 the probation date of an assured shorthold tenancy under which the landlord was a registered social landlord is –
- (a) the day on which the tenant was entitled to begin occupying the premises, or
 - (b) if the tenancy was not made with a registered social landlord, the day a registered social landlord became the landlord.
- (7) Section 100(5) and (6) does not apply, but any notice of extension given in relation to the converted contract under section 125A of the Housing Act 1996 has effect as if given under section 101.

Prohibited conduct standard contract

- 19 (1) This Act applies to a converted contract which has effect as a prohibited conduct standard contract because of paragraph 7 as if –
- (a) the demotion order were an order under section 59 (order imposing standard contract),
 - (b) references to the effective date of the contract were to the day on which the demotion order took effect, and
 - (c) sections 104 and 105 (changing the trial period) were omitted.
- (2) “The demotion order” is –
- (a) the order under section 82A of the Housing Act 1985 (c. 68) or section 6A of the Housing Act 1988 (c. 50) because of which section 20B of the Housing Act 1988 applied, or
 - (b) the order under section 82A of the Housing Act 1985 because of which section 143A of the Housing Act 1996 applied.

Dealing

- 20 It is a fundamental provision of a converted standard contract which immediately before the appointed day was a secure tenancy that the contract-holder may allow persons to live in the premises as lodgers.
- 21 (1) This paragraph applies in relation to a converted contract –

- (a) which is a secure contract or periodic standard contract, and
 - (b) under which there are joint contract-holders who were tenants in common in equity immediately before the appointed day.
- (2) The provisions mentioned in subsection (1) of each of sections 134, 135 and 136 (transfers) are terms of the contract, and subsections (2) and (3) of each of those sections apply accordingly.
- 22 (1) This paragraph applies in relation to a converted contract which is a fixed term standard contract.
- (2) The provisions mentioned in subsection (1) of each of sections 133, 134, 135 and 136 (transfers) are terms of the contract, and subsections (2) and (3) of each of those sections apply accordingly.
- (3) Sub-paragraph (2) does not apply to the extent that any of those provisions is inconsistent with an existing term of the contract.

Succession

- 23 (1) The contract-holder under a converted contract is to be treated as a priority successor in relation to the contract if –
- (a) immediately before the appointed day the converted contract was of a description in column 1 of Table 1,
 - (b) before the appointed day it had vested in the contract-holder under the provision in column 2 of that Table, and
 - (c) the contract-holder qualified to succeed because of the provisions in column 3 of that Table.

Table 1

<i>Type of tenancy</i>	<i>Vesting provision</i>	<i>Qualifying provisions</i>
Secure tenancy	Section 89 of the Housing Act 1985 (c. 68)	Sections 87 and 113(1)(a) of that Act
Introductory tenancy	Section 133 of the Housing Act 1996 (c. 52)	Sections 131 and 140(1)(a) of that Act
Demoted tenancy	Section 143H of the Housing Act 1996	Section 143P(1)(a) or (b) of that Act

- (2) The contract-holder under a converted contract is also to be treated as a priority successor in relation to the contract if –
- (a) immediately before the appointed day the contract was an assured tenancy,
 - (b) before the appointed day it had vested in the contract-holder under section 17 of the Housing Act 1988 (c. 50) (succession to assured tenancy), and
 - (c) on the appointed day the landlord under the contract was a community landlord.

- 24 (1) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –
- (a) immediately before the appointed day the converted contract was of a description in column 1 of Table 2,
 - (b) before the appointed day it had vested in the contract-holder under the provision in column 2 of that Table, and
 - (c) the contract-holder qualified to succeed because of the provisions in column 3 of that Table.

Table 2

<i>Type of tenancy</i>	<i>Vesting provision</i>	<i>Qualifying provisions</i>
Secure tenancy	Section 89 of the Housing Act 1985 (c. 68)	Sections 87(b) and 113(1)(b) of that Act
Introductory tenancy	Section 133 of the Housing Act 1996 (c. 52)	Sections 131(b) and 140(1)(b) of that Act
Demoted tenancy	Section 143H of the Housing Act 1996	Section 143P(1)(c) of that Act

- (2) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –
- (a) immediately before the appointed day the contract was an assured tenancy, and
 - (b) before the appointed day the contract-holder had become entitled to the assured tenancy under paragraph 3 of Schedule 1 to the Rent Act 1977 (c. 42) (succession).
- (3) The contract-holder under a converted contract is to be treated as a reserve successor in relation to the contract if –
- (a) immediately before the appointed day the contract was an assured tenancy,
 - (b) before the appointed day it had vested in the contract-holder under section 17 of the Housing Act 1988 (c. 50) (succession to assured tenancy), and
 - (c) on the appointed day the landlord under the contract was a private landlord.

Termination of contract by landlord: modifications of Part 6

- 25 Sections 173 to 179 (termination by landlord’s notice) are not incorporated in a periodic standard contract which immediately before the appointed day was an assured tenancy (but not an assured shorthold tenancy).
- 26 (1) Section 182 (landlord’s break clause) does not apply to the following fixed term standard contracts.
- (2) A fixed term standard contract which immediately before the appointed day was a secure tenancy for a fixed term.
 - (3) A fixed term standard contract which –

- (a) immediately before the appointed day was an assured tenancy for a fixed term, and
 - (b) is not an excluded contract.
- (4) A contract is an excluded contract if, immediately before the appointed day, the landlord could have made a claim for possession relying on Ground 3 or 4 of Schedule 2 to the Housing Act 1988 (c. 50).
- 27 Ground C of the estate management grounds applies to a converted contract as if the occupation contract was made on the appointed day.

Termination of contract by landlord: additional grounds for possession

- 28 (1) This paragraph applies in relation to a converted contract which immediately before the appointed day was an assured tenancy.
- (2) The landlord may claim possession of the premises subject to the contract relying on Ground 1, 2 or 5 of Schedule 2 to the Housing Act 1988.
- (3) But he may not do so before the end of the period of two months starting with the day on which he gives the contract-holder a possession notice specifying that Ground.
- (4) Subject to section 190 (powers of court) (which applies as if subsection (1)(a) referred to sub-paragraph (3)), if the court is satisfied that the Ground is made out it must make an order for possession.
- 29 (1) This paragraph applies in relation to a converted contract which immediately before the appointed day was an assured tenancy.
- (2) The landlord may claim possession of the premises subject to the contract relying on Ground 7 of Schedule 2 to the Housing Act 1988 if—
- (a) the tenant under the assured tenancy died before the appointed day, and
 - (b) before the appointed day the assured tenancy devolved, or after the appointed day the converted contract devolves, under his will or intestacy.
- (3) But he may not do so before the end of the period of two months starting with the day on which he gives the contract-holder a possession notice specifying that Ground.
- (4) Subject to section 190 (powers of court) (which applies as if subsection (1)(a) referred to sub-paragraph (3)), if the court is satisfied that the Ground is made out it must make an order for possession.

Implied tenancies and licences

- 30 (1) This paragraph applies if, immediately before the appointed day, premises are occupied as a home by a person who is a trespasser in relation to those premises (and paragraph 2 does not apply).
- (2) Section 202 (implied tenancies and licences)—
- (a) applies to payments made by the person before the appointed day as to payments made by him after the appointed day, and
 - (b) applies as if the end of the relevant period were the end of the period mentioned in section 202(3) or, if later, the appointed day.

The effective date

- 31 The effective date, in relation to a converted contract, is the day on which the contract-holder became entitled to occupy the premises under the tenancy or licence which became an occupation contract on the appointed day.

Substitute occupation contracts

- 32 (1) If after a converted contract ends there are one or more substitute contracts, for the purposes of this Part (except paragraph 28), the substitute contract is (or the substitute contracts are) to be treated as if they were the same tenancy or licence as the converted contract.
- (2) The following are substitute contracts.
- (3) An occupation contract made between –
- (a) a contract-holder who immediately before the effective date of the contract was a contract-holder under a converted contract or a substitute contract, and
 - (b) a landlord who immediately before that date was the landlord under the converted contract or substitute contract.
- (4) But where a converted or substitute contract is a fixed term standard contract, an occupation contract which arises under section 165(2), or is within section 165(6) (further contracts at end of fixed term), is not a substitute contract.
- (5) If a converted contract or a substitute contract is ended under section 160 (abandonment), and under section 162(3)(b) the court orders the landlord to provide suitable alternative accommodation, an occupation contract made in accordance with the order.
- (6) If under section 200 (estate management grounds) the court makes an order for possession of premises subject to a converted contract or a substitute contract, an occupation contract made to provide the contract-holder with suitable alternative accommodation.