



N5BA Notes

Notes for claimant on completing a claim form for possession of a property located wholly in Wales

(Accelerated procedure)

Before you begin completing the claim form

- Please read all the notes which follow the order in which information is required on the form.
- If you are filling in the claim form by hand, please use black ink and write in block capitals.
- Copy the completed claim form and annexes so that you have one copy for yourself, one copy for the court and one copy for each defendant.

Further information may be obtained from here - <https://gov.wales/housing>

Claim and party details

Please enter your name and the defendant(s) full name(s), the address of the property of and the name and address of the court you wish to start proceedings.

If you are using Fee Account (PBA) or applying for Help with Fees (HWF) please include your reference number, otherwise you should enter the fee amount and enclose the fee with your application.

You should provide the address including postcode for yourself and the defendant(s).

If an address does not have a postcode you will need to ask the judge for permission to serve the claim with this information missing. There is no additional fee for this, but the court will not allow your claim to be served without the postcode, unless you have permission from the judge.

Serving Notice under the Renting Homes Wales Act (2016)

Section 171

If Notice under Section 171 (landlord's notice following contract- holder's notice) has been served, **you agree the following to be true:**

A copy of that notice marked 'C' is attached to the claim form.

A copy of the notice given to the claimant by the defendant(s) (under section 168 of the Renting Homes (Wales) Act 2016) is attached to the claim form marked 'D'.

This claim is commenced within the period of six months starting with the date on which the claimant gave to the defendant(s) the notice under section 171.

The notice under section 171 was not given to the defendant(s) after the end of the period of two months starting with the date specified in the notice under section 168, as the date on which the defendant(s) would give up possession of the dwelling.

Section 173

If Notice under section 173 (landlord's notice) has been served, **you agree the following to be true:**

A copy of that notice marked 'C' is attached to the claim form.

The date specified in the notice as the date upon which the defendant(s) must give up possession was not less than six months after the notice was given to the defendant(s), or not less than two months after the notice was given to the defendant(s) where the occupation contract falls within Schedule 8A or paragraph 25A of Schedule 12 (converted contract) of the Renting Homes (Wales) Act 2016.

Where the occupation contract does not fall within Schedule 9 or paragraph 25A of Schedule 12 (converted contracts) of the Renting Homes (Wales) Act 2016, the claimant did not give the notice to the defendant(s) in the first six months of occupation or, where the occupation contract was a substitute occupation contract, the claimant did not give the notice to the defendant(s) before the end of the period of six months starting with the occupation date of the original contract.

Where the occupation contract is a converted contract, the claimant did not give notice to the defendant within the first four months of occupation or, where the occupation contract was a substitute occupation contract, the claimant did not give the notice to the defendant(s) before the end of the period of four months starting with the occupation date of the original contract.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes Wales Act 2016 and which has section 31 of that Act incorporated as a term of the contract, notice was not served on the defendant at a time when the defendant(s) has not been given a written statement as required by section 31(1) and (2). Where the contract is a converted contract the restrictions under 9A do not apply for the information provision period of six months starting with 1st December 2022.

In addition, where the claimant has previously failed to comply with section 31 of the Act and when paragraph 1 of Schedule 9A to the Act applies (as amended by paragraph 12A of Schedule 12 to the Act, in the case of converted contracts) notice was not served on the defendant(s) before the end of the restricted period (6 months starting with the day on which the claimant gave the written statement to the defendant(s)).

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes Wales Act 2016 and which has section 39 of that Act incorporated as a term of the contract, notice has not been served at any time when the claimant had not provided a notice required under section 39 (duty to provide information).

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes (Wales) Act 2016 and to which regulation 6(5) of the Energy Performance of Buildings (England and Wales) Regulations 2012 applies, the notice has not been given at a time when the landlord has not complied with regulation 6(5) of those regulations (requirement to give tenant a valid energy performance certificate).

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and to which regulation 5 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 applies, the notice has not been given at a time when the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of those Regulations (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and as a result, the landlord is required under Part 4 of this Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and to which regulation 6 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 applies, the notice has not been given at a time when the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of those regulations (failure to obtain an electrical condition report, or to give the contract holder such a report or written confirmation of certain other electrical work), and as a result, the landlord is required under Part 4 of the Renting Homes (Wales) Act 2016 to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and in relation to which regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 applies, the notice has not been given at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of those regulations (requirement to provide or display report on safety etc. of gas installations).

Where the claimant has withdrawn a previous notice given under section 173 of the Renting Homes (Wales) Act 2016 during the period of six months ending with the date upon which this notice was given to the defendant by the claimant, this subsequent notice has been given to the defendant within 28 days of the first notice being given.

A period of at least 6 months has elapsed between the claimant giving the defendant notice under section 173 of the Renting Homes (Wales) Act 2016 to which this claim is related, and the end of the period during which the claimant could have made a possession claim following the giving of any previous notice under section 173 of the Renting Homes (Wales) Act 2016.

Within the period of six months ending with the date upon which the claimant gave the defendant notice under section 173, the court has not refused to make an order for possession in favour of the claimant because it considered that claim against the defendant to be a retaliatory claim (see section 217 of the Renting Homes (Wales) Act 2016).

This claim is not commenced:

- a. before the date specified in the notice given by the claimant to the defendant(s), or;
- b. after the end of the period of two months starting with that date.

Section 186

If Notice under section 186 (end of fixed term) or paragraph 25B(2) of Schedule 12 has been given **you agree the following to be true:**

A copy of that notice marked 'C' is attached to the claim form.

The occupation contract is a fixed term standard contract within Schedule 9B or paragraph 25B(2) of Schedule 12 (converted contract), respectively of the Renting Homes (Wales) Act 2016.

The notice was given to the defendant before or on the last day of the term for which the contract was made, for possession to be given up on a date specified in that notice.

The specified date was not before the last day of the term for which the contract was made and was not less than two months after the day on which the notice was given to the defendant(s). This claim is not commenced before the end of the fixed term standard contract.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes Wales Act 2016 and which has section 31 of that Act incorporated as a term of the contract, notice was not served on the defendant(s) at a time when the defendant(s) has not been given a written statement as required by section 31(1) and (2). Where the contract is a converted contract the restrictions under 9A do not apply for the information provision period of six months starting with 1st December 2022.

In addition, where the claimant has previously failed to comply with section 31 of the Act and when paragraph 1 of Schedule 9A to the Act applies (as amended by paragraph 12A of Schedule 12 to the Act, in the case of converted contracts) notice was not served on the defendant(s) before the end of the restricted period (6 months starting with the day on which the claimant gave the written statement to the defendant(s)).

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes Wales Act 2016 and which has section 39 of that Act incorporated as a term of the contract, notice has not been served at any time when the claimant had not provided a notice required under section 39 (duty to provide information).

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes (Wales) Act 2016 and to which regulation 6(5) of the Energy Performance of Buildings (England and Wales) Regulations 2012 applies, the notice has not been given at a time when the landlord has not complied with regulation 6(5) of those regulations (requirement to give tenant a valid energy performance certificate).

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and to which regulation 5 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 applies, the notice has not been given at a time when the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of those Regulations (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and as a result, the landlord is required under Part 4 of this Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and to which regulation 6 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 applies, the notice has not been given at a time when the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of those regulations (failure to obtain an electrical condition report, or to give the contract holder such a report or written confirmation of certain other electrical work), and as a result, the landlord is required under Part 4 of the Renting Homes (Wales) Act 2016 to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and in relation to which regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 applies, the notice has not been given at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of those regulations (requirement to provide or display report on safety etc. of gas installations).

Where the claimant has withdrawn a previous notice given under section 186 of the Renting Homes (Wales) Act 2016 during the period of six months ending with the date upon which this notice was given to the defendant by the claimant, this subsequent notice has been given to the defendant within 28 days of the first notice being given.

The date specified in the notice given by the claimant to the defendant(s), being the date by which the defendant(s) were to give up possession of the dwelling, has now past but the period of two months starting with that date has not past.

Section 192

If notice under section 192 (landlord's notice following contract-holder's notice on break clause) has been given **you agree the following to be true:**

A copy of that notice marked 'C' is attached to the claim form.

A copy of the notice given to the claimant by the defendant(s) (under section 189 of the Renting Homes (Wales) Act 2016) is attached to this claim form marked 'D'.

This claim is commenced within the period of six months starting with the date on which the notice under section 192 was given to the defendant(s).

The notice under section 192 was not given to the defendant(s) after the end of the period of two months starting with the date specified in the notice under section 189, as the date on which the defendant(s) would give up possession of the dwelling.

Section 196

If Notice under section 196 (landlord's break clause) has been given **you agree the following to be true:**

A copy of that notice marked 'C' is attached to the claim form.

The fixed term standard contract is made for a term of two years or more or it is within Schedule 9C or it is a converted fixed term contract (whether or not it is made for a term of two years or more).

The date specified in the notice, as the date by which the defendant(s) must give up possession of the dwelling, is not less than six months after the day on which the notice was given to the defendant(s), or not less than two months where the occupation contract falls within Schedule 8A of the Renting Homes (Wales) Act 2016 or is a converted fixed term contract;

Where the occupation contract does not fall within Schedule 9 of the Renting Homes (Wales) Act 2016 and is not a converted fixed term contract, the notice was not given to the defendant(s) by the claimant before the end of the period of 18 months starting with the occupation date of the contract.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes Wales Act 2016 and which has section 31 of that Act incorporated as a term of the contract, notice was not served on the defendant(s) at a time when the defendant(s) has not been given a written statement as required by section 31(1) and (2). Where the contract is a converted contract the restrictions under 9A do not apply for the information provision period of six months starting with 1st December 2022.

In addition, where the claimant has previously failed to comply with section 31 of the Act and when paragraph 1 of Schedule 9A to the Act applies (as amended by paragraph 12A of Schedule 12 to the Act, in the case of converted contracts) notice was not served on the defendant(s) before the end of the restricted period (6 months starting with the day on which the claimant gave the written statement to the defendant(s)).

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes Wales Act 2016 and which has section 39 of that Act incorporated as a term of the contract, notice has not been served at any time when the claimant had not provided a notice required under section 39 (duty to provide information). Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the Renting Homes (Wales) Act 2016 and to which regulation 6(5) of the Energy Performance of Buildings (England and Wales) Regulations 2012 applies, the notice has not been given at a time when the landlord has not complied with regulation 6(5) of those regulations (requirement to give tenant a valid energy performance certificate).

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and to which regulation 5 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 applies, the notice has not been given at a time when the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of those Regulations (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and as a result, the landlord is required under Part 4 of this Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and to which regulation 6 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 applies, the notice has not been given at a time when the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of those regulations (failure to obtain an electrical condition report, or to give the contract holder such a report or written confirmation of certain other electrical work), and as a result, the landlord is required under Part 4 of the Renting Homes (Wales) Act 2016 to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

Where the contract is a standard contract which is mentioned in paragraph 7(1) of Schedule 9A to the 2016 Act and in relation to which regulation 36 of the Gas Safety (Installation and Use) Regulations 1998 applies, the notice has not been given at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of those regulations (requirement to provide or display report on safety etc. of gas installations).

Within the period of six months ending with the date upon which the claimant gave the defendant notice under section 194, the court has not refused to make an order for possession in favour of the claimant because it considered that claim against the defendant to be a retaliatory claim (see section 217 of the Renting Homes (Wales) Act 2016).

This claim is not commenced:

- a. before the date specified in the notice given by the claimant to the defendant(s), **or**
- b. after the end of the period of two months starting with that date.

Holding a Deposit under the Renting Homes Wales Act (2016)

Section 173

If Notice under section 173 (landlord's notice) has been served, **you agree the following to be true:**

Section 173 Notice was not given at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.

Section 173 Notice was not given when any of the following circumstances existed:

The deposit had been paid in connection with the contract but the initial requirements of an authorized deposit scheme had not been complied with;

- b. A deposit had been paid in connection with the contract but the landlord had not provided the information required by section 45(2)(b); **or**
- c. A deposit paid in connection with the contract was not being held in accordance with an authorized deposit scheme.

Unless:

A deposit paid in connection with the contract had been returned to the defendant(s) (or to any person who paid the deposit on their behalf) either in full or with such deductions as may be agreed, or

- b. An application to the County Court has been made under paragraph 2 of Schedule 5 and has been determined by the County Court, or withdrawn or settled by agreement between the parties.

Section 173 Notice and Prohibited Payments and Holding Deposits

You agree the following to be true:

A section 173 notice was not given at a time when a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to the contract, as described in section 2 or 3 of that Act and that prohibited payment has not been repaid.

A section 173 notice was not given at a time when a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid and the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

(In determining for these purposes whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either a payment of rent under the contract or a payment required as security in respect of the contract).

Section 186

If Notice under section 186 (end of fixed term) or paragraph 25B(2) of Schedule 12 has been given **you agree the following to be true:**

Section 186 Notice or notice under paragraph 25B(2) of Schedule 12 was not given at a time when security required by the landlord in a form not permitted by Section 43 has not been returned to the person by whom it was given.

Section 186 Notice or notice under paragraph 25B(2) of Schedule 12 was not given when any of the following circumstances existed:

The deposit had been paid in connection with the contract but the initial requirements of an authorised deposit scheme had not been complied with;

- a. A deposit had been paid in connection with the contract but the landlord had not provided the information required by section 45(2)(b); **or**
- b. A deposit paid in connection with the contract was not being held in accordance with an authorised deposit scheme.

Unless:

A deposit paid in connection with the contract had been returned to the defendant(s) (or to any person who paid the deposit on their behalf) either in full or with such deductions as may be agreed, or

An application to the County Court has been made under paragraph 2 of Schedule 5 and has been determined by the County Court, or withdrawn or settled by agreement between the parties.

Section 186 Notice and Prohibited Payments and Holding Deposits

You agree the following to be true:

A section 186 notice or notice under paragraph 25B(2) of Schedule 12 was not given at a time when a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to the contract, as described in section 2 or 3 of that Act and that prohibited payment has not been repaid.

A section 186 notice or notice under paragraph 25B(2) of Schedule 12 was not given at a time when a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid and the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

(In determining for these purposes whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either a payment of rent under the contract or a payment required as security in respect of the contract).

Section 194

If Notice under section 194 has been given **you agree the following to be true:**

Section 194 Notice was not given at a time when security required by the landlord in a form not permitted by section 43 has not been returned to the person by whom it was given.

Section 194 Notice was not given when any of the following circumstances existed:

The deposit had been paid in connection with the contract but the initial requirements of an authorised deposit scheme had not been complied with;

- a. A deposit had been paid in connection with the contract but the landlord had not provided the information required by section 45(2)(b); **or**
- b. A deposit paid in connection with the contract was not being held in accordance with an authorized deposit scheme.

Unless:

A deposit paid in connection with the contract had been returned to the defendant(s) (or to any person who paid the deposit on their behalf) either in full or with such deductions as may be agreed, or

c. An application to the County Court has been made under paragraph 2 of Schedule 5 and has been determined by the County Court, or withdrawn or settled by agreement between the parties.

Section 194 Notice and Prohibited Payments and Holding Deposits

You agree the following to be true:

A section 194 notice was not given at a time when a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to the contract, as described in section 2 or 3 of that Act and that prohibited payment has not been repaid.

A section 194 notice was not given at a time when a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid and the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

(In determining for these purposes whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either a payment of rent under the contract or a payment required as security in respect of the contract).