

2021 No. (W.)

HOUSING, WALES

**The Renting Homes (Model Written
Statement of Contract) (Wales)
Regulations 2021**

EXPLANATORY NOTE

(This note is not part of the Regulations)

The Renting Homes (Wales) Act 2016 (“the Act”) establishes two kinds of occupation contract, the secure and the standard. A standard contract can be either periodic or fixed term.

The Act also establishes a number of different types of standard contract which can be used in particular circumstances, these include introductory standard contracts, prohibited conduct standard contracts and supported standard contracts.

Section 29(1) of the Act requires the Welsh Ministers to prescribe model written statements of contract for such occupation contracts as they think fit.

Regulation 3 of these Regulations prescribe model written statements of contract for secure contracts, periodic standard contracts, fixed term standard contracts, introductory standard contracts, prohibited conduct standard contracts and supported standard contracts.

A model written statement of contract is a written statement which incorporates without modification all the fundamental and supplementary provisions applicable to that contract (see section 29(2) of the Act).

A landlord and contract holder are not required to use a model written statement of contract. The written statement of occupation contract that is used must comply with the provisions of the Act.

A landlord is required to provide the contract-holder with a written statement of contract (see section 31(1) of the Act).

The Welsh Ministers' Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, a regulatory impact assessment has been prepared as to the likely costs and benefits of complying with these Regulations. A copy can be obtained from the Department of Housing, Welsh Government, Rhydycar Business Park, Merthyr Tydfil, CF48 1UZ.

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Statement of Contract) (Wales)
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Made ***

Laid before Senedd Cymru ***

*Coming into force in accordance with
regulation 1*

CONTENTS

The Welsh Ministers make the following Regulations in exercise of the powers conferred on them by sections 29(1) and 256(1) of the Renting Homes (Wales) Act 2016⁽¹⁾.

Title and commencement

1. The title of these Regulations is the Renting Homes (Model Written Statement of Contract) (Wales) Regulations 2021 and they come into force on the day on which section 239 of the Renting Homes (Wales) Act 2016 comes into force.

Interpretation

2. Words and expressions used in these Regulations have the same meaning as they have in the Renting Homes (Wales) Act 2016.

(1) 2016 anaw 1.

Prescribed model written statements of contracts

3. Model written statements of contracts are prescribed for the following types of occupation contract—

<i>Type of occupation contract</i>	<i>Schedule</i>
secure occupation contract	1
periodic standard occupation contract	2
fixed term standard occupation contract	3
introductory standard occupation contract	4
prohibited conduct standard occupation contract	5
supported standard occupation contract	6

Minister for Housing and Local Government, one of the Welsh Ministers

Date

SCHEDULE 1
SECURE OCCUPATION CONTRACT

SECURE CONTRACT – EXPLANATORY INFORMATION

This is the written statement of an occupation contract made under the Renting Homes (Wales) Act 2016 (“the Act”). The contract is between you, as the ‘contract-holder’ and the ‘landlord’.

Your landlord must give you a free written statement within 14 days of the “occupation date” (the day on which you were entitled to move in). If you did not receive a copy of this written statement within 14 days of the occupation date, for each day it is late, you do not have to pay a day’s rent, up to a maximum of two months’ rent.

The written statement sets out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or may do under the occupation contract). You should read it before agreeing to it. It should be kept safe as you may need to refer to it in the future.

This contract, which is a secure contract, means that:

- you cannot be evicted without a court order, unless you abandon the dwelling;

Before a court makes an order the landlord will have to demonstrate that the correct procedures have been followed and that at least one of the following is satisfied:

- i. you have broken one or more terms of this contract (which includes arrears of rent) and it is reasonable to evict you, or
 - ii. your landlord needs to move you, suitable alternative accommodation is available, and it is reasonable to evict you;
- you have important rights as to how you can use the dwelling, although some of these require the consent of your landlord;
 - you can be held responsible for the behaviour of everyone who lives in and visits the dwelling; and
 - someone who lives with you at the address may have a right to succeed to this contract if you die.

This contract consists of:

- **key matters** – the address of the dwelling, the occupation date, the amount of rent and when it is payable, e.g. weekly or monthly;
- **fundamental terms** – some of these terms can be left out or changed, but only if that improves your position as contract-holder. Some cannot be changed and must reflect the wording in the Act;
- **supplementary terms** - these can be left out or changed, either to benefit you or the landlord; and

- **additional terms** – these can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

Your landlord must ask you to agree any changes to the fundamental or supplementary terms. Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement. An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation. Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms, or a new written statement of this contract, within 14 days of the change being agreed.

If you have any questions about this contract, you may find the answer at www.gov.wales/rentinghomes along with other relevant information, such as information on the resolution of disputes

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency.

SECURE CONTRACT – KEY MATTERS

This secure contract gives you a right to occupy the dwelling for an indefinite period until this contract is brought to an end. The key matters are set out below.

This contract is

between: _____ *(landlord)(s)*

and: _____
_____ *(contract-holder)(s)*

It relates to: _____ *(the dwelling)*

The initial rent is £_____ per week / month / _____ *(delete as applicable)*

The first payment is to be made on _____

And further payments are to be made _____

You can contact the landlord

by post: _____

by telephone: _____

by e-mail _____

You have paid a deposit of £ _____

For more information about the holding of your deposit:

The occupation date (when you can begin occupying the dwelling) is:

Please sign below as evidence of your agreement to this contract

Contract-holder(s) _____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____

Landlord(s) _____ Date _____
_____ Date _____

SECURE CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS.

The fundamental and supplementary terms of this secure contract are set out in this part. Fundamental terms that cannot be left out of this contract or changed are in *italics* and underlined. Fundamental terms that can be left out or changed are in *italics*. Supplementary terms are underlined.

[Where additional terms are included] Additional terms are in standard text and not underlined.

[Where any fundamental or supplementary term has been left out of the contract or otherwise changed] Text omitted from a fundamental or supplementary term has been ~~struck through~~ and any new text is shown in CAPITALS.

Where a term is referring to the contract-holder, it usually uses “you” instead of “the contract-holder”. Similarly where a term is referring to something belonging to the contract-holder, it usually uses “your” rather “the contract-holder’s”.

Guidance notes that do not form part of the terms of this contract have been included in relation to that particular term where that is appropriate.

The terms are arranged under the following headings and in the following order:

Rent and other charges

Deposit

Occupation of the Dwelling

Prohibited conduct

Control of the dwelling

Care of the dwelling – contract-holder’s responsibilities

Care of the dwelling – landlord’s obligations

Making changes to the dwelling or amenities

Security and safety of dwelling: contract-holder’s responsibilities

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Provisions about joint contract-holders

Termination of contract: general

Termination by contract-holder

Termination by the landlord: possession claims and possession notices

Termination by the landlord: grounds for making a possession claim

Court's Order of possession

Variation

Written statements and the provision of information by landlord

Other matters

Rent and other charges

Rent

1. (1) You must pay the rent in full and in accordance with the rental periods set out in Part 2 of this contract, save for any period during which the dwelling is unfit for human habitation.
(2) Where the dwelling is unfit for human habitation, the amount of rent which is not payable is to be calculated pro-rata for every day the dwelling is unfit.
(3) The landlord must provide you with confirmation in writing of any rental payment made, upon your request, such confirmation to be provided within fourteen days of the request.

Guidance note: unfit for human habitation

For the purposes of this term, a dwelling is unfit if either a court has made an order to that effect or the landlord and contract-holder agree it is unfit.

Right of set off

2. *If the landlord is liable to pay you compensation under section 87 of the 2016 Act, you may set off that liability against rent.*

Guidance note: Right of set off

A landlord is required to pay a contract-holder compensation for failing to provide a written statement of the contract (or a written statement relating to a variation or for providing an incorrect or incomplete contract) the contract-holder may withhold rent to the value of the outstanding compensation

The compensation that is payable for any particular day is equivalent to the amount of rent that is payable under the contract for that day. A contract-holder may apply to the court for an order increasing the amount of compensation. Section 87 of the 2016 Act sets out the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.

Variation of rent

3. *(1) The landlord may vary the rent payable under this contract by giving you a notice setting out 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 you 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.*

Variation of other consideration

4. *(1) Where consideration other than rent is payable under this contract, the amount of consideration may be varied—*
 - (a) by agreement between the landlord and you, or*
 - (b) by the landlord in accordance with (2) to (4) below.*
(2) The landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice.
(3) The period between the day on which the notice is given to you and the specified date may not be less than two months.
(4) 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 amount of consideration took effect.*

Deposit

Form of security

5. *The landlord may not require security to be given in any form other than -*
 - (a) money, or*
 - (b) a guarantee.*

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Requirement to use a deposit scheme

6. (1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must -
- (a) comply with the initial requirements of an authorised deposit scheme, and
 - (b) give you (and any person who has paid the deposit on your behalf) the required information.
- (3) The required information is such information as may be prescribed relating to—
- (a) the authorised deposit scheme which applies,
 - (b) the landlord's compliance with the initial requirements of the scheme, and
 - (c) the operation of Chapter 4 of Part 3 of the 2016 Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

Guidance Note: Deposits

Information about authorised deposit schemes and links to the “required information” can be found via www.gov.wales/rentinghomes.

Occupation of the Dwelling

Occupation of the Dwelling

7. You must occupy the dwelling as your only or principal home during the term of the occupation contract and where there are joint contract-holders, at least one of you must occupy the dwelling as your only or principal home.

Prohibited conduct

Anti-social behaviour and other prohibited conduct

8. (1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (or whatever description)-
(a) to live in the dwelling subject to this contract, or
(b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

(2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity -

- (a) in the dwelling subject to this contract, or
(b) in the locality of that dwelling.

(3) You must not engage or threaten to engage in conduct -

- (a) capable of causing nuisance or annoyance to -
(i) the landlord, or
(ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
(b) that is directly or indirectly related to or affects the landlord's housing management functions.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.

(5) You must not, by any act or omission -

- (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in (1) to (3) above or
(b) allow, incite or encourage any person to act as mentioned in (4) above.

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Guidance note: Prohibited Conduct

Behaviour which potentially breaches these terms is wide ranging and can include, excessive noise, verbal abuse and physical assault.

Prohibited conduct may also include domestic abuse (including physical, emotional and sexual abuse).

You can also be held responsible if you encourage, or take no action to prevent, someone acting in any way which breaches this term, for example a visitor to your home or another person who is living there.

Duty to provide help and advice in relation to prohibited conduct

9. The landlord must give you appropriate help and advice if you report prohibited conduct on the part of anyone living in another property belonging to the landlord.

Control of the dwelling

Use of the dwelling by the contract-holder

10. You or a permitted occupier may, with the consent of the landlord, run a business at the dwelling or allow anyone else to do so.

Number of permitted occupiers

11. (1) Subject to sub-term (2) below and term 34 (relating to joint contract-holders), you may decide who and how many other people will be permitted to live at the dwelling.
(2) Neither the landlord nor you may cause or allow the dwelling to become overcrowded within the meaning of Part 10 of the Housing Act 1985.
(3) The landlord must, upon request of you, provide you with details of the maximum number of occupiers allowed in the dwelling in accordance with Part 10 of the Housing Act 1985.

Right to occupy without interference from the landlord

12. (1) *The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.*
(2) *The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.*

(3) The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the 2016 Act).

(4) The landlord is to be treated as having interfered with your right if a person who -

(a) acts on behalf of the landlord, or

(b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,

interferes with your right by any lawful act or omission.

Guidance note:

Section 100(2) of the 2016 Act states that:

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 dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92

Sections 91 and 92 are reflected in terms 18 and 19 of this contract.

Landlord's right to enter the dwelling

13. *(1) The landlord may enter the dwelling at any reasonable time for the purpose of—*

(a) inspecting its condition and state of repair, or

(b) carrying out works or repairs needed in order to comply with the obligations set out terms 18 and 19 of this contract.

(2) The landlord must give at least 24 hours' notice to you before exercising that right.

(3) Sub-term 4 below applies where—

(a) the dwelling forms part only of a building, and

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(b) in order to comply with the obligations set out in terms 18 and 19 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 the obligations under terms 18 and 19 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

14. (1) The landlord may enter the dwelling at any reasonable time for the purpose of:

- (a) complying with the Gas Safety (Installation and Use) Regulations 1998;
- (b) carrying out all inspections required under regulations made under section 94 of the 2016 Act (Determination of fitness for human habitation); or
- (c) carrying out any other inspection required under enactment;

(2) The landlord may enter the dwelling at any reasonable time for the purpose of carrying out any works or repairs needed because of a failure by you to comply with your obligations under term 15.

(3) The landlord must give you at least seven days' notice before exercising the powers to enter the dwelling under (1) or (2) above.

(4) In the event of an emergency in which the landlord needs to enter the dwelling immediately, the landlord is entitled to enter, or if necessary force entry to, the dwelling without giving you any notice.

(5) The landlord may require you to pay for any damage done in the process of forcing entry to the dwelling for any purpose under (4) above, if it was as a result of your fault that it was necessary to force entry.

Guidance note:

A link to the most up to date regulations made under section 94 of the 2016 Act (Determination of fitness for human habitation) can be found via www.gov.wales/rentinghomes

Care of the dwelling – contract holder's responsibilities

Duty to take care of the dwelling

15. (1) You must-

- a) report any faults in or damage to the dwelling to the landlord as soon as reasonably practicable;
- b) pay for repair or replacement if you (or any permitted occupier or person visiting the dwelling) causes damage or if the damage is caused by your neglect;
- c) carry out minor repairs;
- d) keep the dwelling in a state of reasonable decorative order; and
- e) repair and maintain your own equipment.

(2) In the event that you report a matter requiring a repair, the landlord must notify you of whether the repair is required and, if so, when it will be completed. When a repair is completed the landlord must clean up afterwards and leave the dwelling in a state as close as possible to that it was in before the repair was carried out.

(3) The landlord may carry out any works or repairs which are required as a result of your failure to comply with the supplementary provision set out in (1) above and may charge you for any reasonable costs incurred in carrying out those works or repairs.

Duty to notify landlord of defect or disrepair

16. You must notify the landlord of any defect or disrepair which it is the landlord's responsibility to repair in accordance with the landlord's obligation under term 19 (keep the dwelling in repair).
17. The landlord may carry out any works or repairs required because of a failure by you to comply with the duty under term 15, and may charge you for any reasonable costs incurred in carrying out those works or repairs.

Care of the dwelling – landlord's obligations

Landlord's obligation: fitness for human habitation

18. *(1) The landlord must ensure that the dwelling is fit for human habitation—*
 - (a) on the occupation date of this contract, and*
 - (b) for the duration of this contract.*

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

(2) The reference to the dwelling in (1) above includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

Guidance note: Fitness for human habitation

When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in relevant regulations which can be found via www.gov.wales/rentinghomes

Landlord's obligation to keep a dwelling in repair

19. (1) *The landlord must—*

- (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and*
- (b) keep in repair and proper working order the service installations in the dwelling.*

(2) If the dwelling forms 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 the landlord has an estate or interest, and*
- (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either—*
 - (i) forms part of any part of the building in which the landlord has an estate or interest, or*
 - (ii) is owned by the landlord or is under the landlord's control.*

(3) The standard of repair required under (1) and (2) above is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(4) In this contract "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

Further landlord obligations in relation to terms 18 and 19

20. (1) *The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under terms 18 and 19.*
- (2) *The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 18 and 19.*

Limits on landlord obligations in relation to terms 18 and 19: General

21. (1) *Term 18(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.*
- (2) *The landlord's obligations under terms 18(1) and 19(1) do not require the landlord—*
- (a) *to keep in repair anything which you is entitled to remove from the dwelling,*
or
- (b) *to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by fire, storm, flood or other inevitable accident.*
- (3) *If the dwelling forms part only of a building, the landlord's obligation under term 18(1) and 19(2) do not require the landlord rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.*
- (4) *Relevant causes for the purpose of (3) above are fire, storm, flood or other inevitable accident.*
- (5) *Term 19(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of—*
- (a) *the dwelling, or*
- (b) *the common parts that you are entitled to use under this contract.*

Limits on landlord obligations in relation to terms 18 and 19: contract-holder's fault

22. (1) *Term 18(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including*
- *Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.*
 - *Fundamental terms that can be left out or changed are in *italics*.*
 - *Supplementary terms are underlined.*

an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.

(2) The landlord is not obliged by term 19(1) or (2) 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 you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care —

(a) of the dwelling, or

(b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 18 and 19: notice

23. (1) The landlord's obligations under term 18(1)(b) and under term 19(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.

(2) The landlord complies with the obligations under term 18(1)(b) and under term 19(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

(3) If

(a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and

(b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 18(1)(b) and term 19(1) and (2).

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.

Rights of permitted occupiers

24. (1) A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with terms 18 or 19, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

(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 dwelling, or the sub-occupation contract is made, in accordance with this contract.

Guidance note: sub-occupation contract, sub-holder, lodger and permitted occupier

Sections 59 and 244 of the 2016 Act set out the meaning of, sub-occupation contract, sub-holder lodger and permitted occupiers for the purposes of this term.

Section 59(2) sets out that:

A “sub-occupation contract” is an occupation contract—

- (a) made with a landlord who is the contract-holder under an occupation contract, and
- (b) which relates to all or part of the dwelling to which that contract relates

Section 59(3) set out that:

“Sub-holder” means the contract-holder under the sub-occupation contract.

Section 244(3) and (4) sets out that:

A person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the 2016 Act (accommodation shared with landlord).

But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

Section 244(5) sets out that:

A person is a permitted occupier of a dwelling subject to an occupation contract if—

- (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or
- (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home

(2) A “sub-occupation contract” is an occupation contract— (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates. (3) “Sub-holder” means the contract-holder under the sub-occupation contract.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Making changes to the dwelling or amenities

Structures

25. You may not erect, or allow anyone else to erect sheds, garages or any other structures in the dwelling or on land included as part of the dwelling without the landlord's consent.

Changes to the provision of amenities to the dwelling

26. (1) Subject to (2) below, you may -
- (a) change the provider of water, electricity or gas (if applicable) to the dwelling; and
 - (b) change the provider of telephone or broadband services to the dwelling.
- (2) You must inform the landlord of any changes made in accordance with (1) above.
- (3) You may not without the consent of the landlord-
- (a) leave the dwelling without a supply of water, electricity or gas (if applicable) that was present at the dwelling on the occupation date; or
 - (b) install or remove, or arrange to have installed or removed, any meters at the dwelling that relate to the supply of water, electricity or gas to the dwelling without the consent of the landlord.
- (4) You may not tamper with any meters at the dwelling that relate to the supply of water, electricity or gas to the dwelling.

Security and safety of the dwelling contract-holder's responsibilities

Security of the dwelling

27. (1) If you are aware that the dwelling will be unoccupied for 28 or more consecutive days, you must notify the landlord as soon as reasonably practicable of becoming aware of the same.
- (2) You must regularly check that smoke alarms and carbon monoxide detectors in the dwelling are working and replace any batteries as and when necessary.

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Permissible forms of dealing

28. (1) *You may not deal with this contract, the dwelling or any part of the dwelling except -*

- (a) in a way permitted by this contract, or*
- (b) in accordance with a family property order (see section 251 of the 2016 Act).*

(2) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except -

- (a) in a way permitted by this contract, or*
- (b) in accordance with a family property order.*

(3) If you do anything in breach of (1) above, or a joint contract-holder does anything in breach of (2) above -

- (a) the transaction is not binding on the landlord, and*
- (b) you or a joint contract-holder are in breach of this 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 dwelling;*
- (b) transferring;*
- (c) mortgaging or otherwise charging.*

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- Fundamental terms that can be left out or changed are in *italics*.
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Guidance note: family property order

Section 251 of the 2016 Act sets out the meaning of “family property order” for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc

Transfer to potential successor

29. (1) *You may transfer the contract as described in this term, but only if the landlord consents.*
- (2) *You 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 you are a sole contract-holder a potential successor is a person who, under section 74 of the 2016 Act, would be qualified to succeed you if you died immediately before the transfer.*
- (4) *If there are joint contract-holders a potential successor is a person who, under section 74 of the 2016 Act, 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 or she was the sole contract-holder.*

Transfer to another secure contract-holder

30. (1) *The contract-holder under a secure contract under which the landlord is a community landlord may transfer the contract as described in this term, but only if the landlord consents.*
- (2) *You 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

31. You may transfer the occupation contract if the landlord consents, provided this provision only applies to transfers not otherwise covered by sections 73 to 83 of the 2016 Act (succession).

Permitting lodgers

32. *You may allow persons to live in the dwelling as lodgers.*

Guidance Note: Lodger

Sections 244 of the 2016 Act sets out the meaning of lodger for the purposes of this term.

Section 244(3) and (4) states that:

A person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the 2016 Act (accommodation shared with landlord).

But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

Provisions about joint contract-holders

Adding a joint contract-holder

33. (1) *You, as the contract-holder under this contract, and another person may, with the consent of the landlord, make that person a joint contract-holder under this contract.*
- (2) *If a person is made a joint contract-holder in this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.*

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Guidance Note: reasonableness

When considering a request that a person be made a joint contract-holder, under section 84 of the 2016 Act, a landlord may not

- (a) unreasonably refuse consent, or
- (b) consent subject to unreasonable conditions.

What is reasonable is to be determined having regard to Schedule 6 to the 2016 Act.

Withdrawal of a joint contract-holder

34. (1) *A joint contract-holder may withdraw from this 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 this contract (the “withdrawal date”).*
- (3) *The joint contract-holder must give a written warning to the other joint contract-holders when he or she 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 the landlord 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 this 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 term 46 (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) *Sub-term (3) above does not apply to a notice which is treated as a withdrawal notice because of (6) above.*
35. In the event of there being a joint contract-holder who wishes to withdraw from this contract, that person must give at least one month’s notice to the landlord.

Joint contract-holder ceasing to be a party to a contract - survivorship

36. (1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are -

(a) fully entitled to all the rights under this contract, and

(b) liable to perform fully every obligation owed to the landlord under this contract.

(2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to this contract.

(3) Nothing in (1) or (2) above removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to this contract.

(4) This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under this contract are transferred in accordance with this contract.

Termination of contract - general

Permissible termination etc.

37. (1) This contract may be ended only in accordance with—

(a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the 2016 Act or other terms included in this contract in accordance with Part 9, or

(b) an enactment.

(2) Nothing in this term affects—

(a) any right of the landlord or contract-holder to rescind this contract, or

(b) the operation of the law of frustration.

Guidance Note: Permissible termination etc

The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the 2016 Act or other terms included in this contract in accordance with Part 9, include terms 38 to 55 and term 65.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Termination by agreement

38. (1) *If the landlord and you agree to end this contract, this contract ends —*
- (a) *when you give up possession of the dwelling in accordance with the agreement, or*
 - (b) *if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.*
- (2) *An occupation contract is a substitute contract if —*
- (a) *it is made in respect of the same (or substantially the same) dwelling as the original contract, and*
 - (b) *a contract-holder under it was also a contract-holder under the original contract.*

Repudiatory breach by landlord

39. *If the landlord commits a repudiatory breach of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.*

Guidance Note: Repudiatory Breach

A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you. Ultimately, the court would decide whether a breach is repudiatory.

Termination of the contract with joint contract-holders

40. *If there are joint contract-holders under this contract, this 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.*

Death of a sole contract-holder

41. *(1) If you are the sole contract-holder, this contract ends —*
- (a) one month after your death, or*
 - (b) if earlier, when the landlord is given notice of the death by the authorised persons.*

(2) The authorised persons are—

- (a) your personal representatives, or
- (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

(3) This contract does not end if (under section 74 of the 2016 Act) one or more persons are qualified to succeed you.

(4) This contract does not end if, at your death, a family property order has effect which requires you to transfer this contract to another person.

(5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends—

- (a) when the order ceases to have effect, or
- (b) if later, at the time this contract would end under (1) above

Guidance note: Persons qualified to succeed/Family property order

Section 74 of the 2016 Act sets out the persons qualified to succeed to a contract.

Section 251 of the 2016 Act sets out the meaning of “family property order”.

Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

Contract-holders obligations upon ending the contract

42. When this contract ends, you must -

- (a) remove from the dwelling all property, other than property belonging to the landlord or any permitted occupier who is entitled to remain in occupation in the dwelling;
- (b) return any property belonging to the landlord which was moved out of the dwelling during the term of this contract to where it was at the commencement of this contract;
- (c) return to the landlord all keys of the dwelling, including any additional keys cut;

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- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

(d) not give specific permission for anyone to remain in the dwelling.

Refund of pre-paid rent or other consideration

43. When the this contract ends, the landlord must refund you that amount of any pre-paid rent and other consideration for such amount of the period paid falling after the date that this contract ends, to be calculated on a pro-rata basis.

Termination by contract-holder

Early termination by contract-holder

44. (1) *You may end this contract at any time before the earlier of—*
(a) *the landlord giving you a written statement of this contract under term 61,*
or
(b) *the occupation date.*

(2) *To end this contract under (1) above you must give a notice to the landlord stating that he or she is ending this contract.*

(3) *On giving the notice to the landlord, you—*
(a) *cease to have any liability under this contract, and*
(b) *become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.*

Contract-holder's notice

45. *You may end this contract by giving the landlord notice that you will give up possession of the dwelling on a date specified in the notice.*

46. *The date specified in a notice under term 45 may not be less than four weeks after the day on which the notice is given to the landlord.*

Termination of contract on contract-holder's notice

47. (1) *If you give up possession of the dwelling on or before the date specified in a notice under term 45, this contract ends on the date specified in the notice.*
(2) *If you give up possession of the dwelling after that date but in connection with the notice, this contract ends—*

(a) *on the day on which you give up possession of the dwelling, or*

(b) *if an order for possession is made, on the date determined in accordance with term 56.*

(3) *The notice ceases to have effect if, before this contract ends—*

(a) *you withdraw 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.*

Termination by the landlord: possession claims and possession notices

Possession claims

48. *The landlord may make a claim to the court for recovery of possession of the dwelling from you (“a possession claim”) only in the circumstances set out in terms 50 - 55.*

Possession notices

49. (1) *This term applies in relation to a possession notice which the landlord is required to give to you under any of the following terms before making a possession claim-*

(a) *term 51 (in relation to a breach of contract by a contract-holder);*

(b) *term 534 (in relation to estate management grounds);*

(c) *term 55 (in relation to a contract-holder’s notice);*

(2) *The notice must (in addition to specifying the ground on which the claim will be made)—*

(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.*

Termination by the landlord: grounds for making a possession claim

Breach of contact

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

50. (1) *If you breach this contract, the landlord may make a possession claim on that ground.*
- (2) *Section 209 of the 2016 Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 of the 2016 Act).*

Restrictions on making a possession claim in relation to a breach of contract

51. (1) *Before making a possession claim on the ground in term 50, the landlord must give you a possession notice specifying that ground.*
- (2) *The landlord may make a possession claim in reliance on a breach of term 8 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.*
- (3) *The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.*
- (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 the landlord gives you the possession notice.*

Estate management grounds

52. (1) *The landlord may make a possession claim on one or more of the estate management grounds.*
- (2) *The estate management grounds (which are set out in Part 1 of Schedule 8 of the 2016 Act) are included in the annex to this contract.*
- (3) *Section 210 of the 2016 Act 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 reasonableness is to be determined in accordance with Schedule 10 of the 2016 Act), and*
 - b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 of the 2016 Act) is available to you (or will be available to you when the order takes effect)*
- (4) *If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.*

(5) Sub-term (4) above does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

Restrictions on making a possession claim under term 52 (estate management grounds)

53. *(1) Before making a possession claim on an estate management ground, the landlord must give you 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 the landlord gives you 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 8 to the 2016 Act subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

(4) The landlord may not give you 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 on which the landlord (or in the case of joint landlords, any one of them) became aware 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 you 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 this contract ended.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Guidance note: redevelopment schemes

Part 2 of Schedule 8 to the 2016 Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (and set out in the annex to this contract)

Recovery of possession on the ground of a notice given under term 45 (contract-holder's notice)

54. (1) *If you fail to give up possession of the dwelling on the date specified in a notice under term 45, the landlord may on that ground make a possession claim.*
- (2) *Section 212 of the 2016 Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights).*

Guidance note: Convention Rights

“Convention rights” are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Right Act 1998.

Restrictions on making a possession claim under term 54

55. (1) *Before making a possession claim on the ground in term 54 the landlord must give you a possession notice specifying that ground.*
- (2) *The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.*
- (3) *But the landlord 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 you a possession notice specifying the ground in term 54 after the end of the period of two months starting with the date specified in the notice under term 45 as the date on which you would give up possession of the dwelling.*

Court's Order of possession

Effect of order for possession

56. (1) *If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends—*
- (a) *if you give up possession of the dwelling on or before that date, on that date,*
 - (b) *if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which he or she gives up possession of the dwelling, or*
 - (c) *if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.*
- (2) *Sub-term (3) below applies if—*
- (a) *it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling 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 dwelling on and after the occupation date of the new contract.*
- (3) *This contract ends immediately before the occupation date of the new contract.*

Variation

Variation

57. (1) *This contract may not be varied except—*
- (a) *in accordance with terms 3, 4, 58 or 59, or*
 - (b) *by or as a result of an enactment.*
- (2) A variation of this contract (other than by or as a result of any enactment) must be in accordance with term 60.*

Variation of fundamental terms

58. *A fundamental term of this contract may be varied by agreement between the landlord and you (subject to term 60).*

Variation of supplementary and additional terms

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

59. (1) *A supplementary or additional term of this contract may be varied (subject to term 60)—*
- (a) by agreement between the landlord and you, or*
 - (b) by the landlord giving you a notice of variation.*
- (2) *Before giving a notice of variation the landlord must give you a preliminary notice—*
- (a) informing you that the landlord intends to give a notice of variation,*
 - (b) specifying the proposed variation and informing you of its nature and effect, and*
 - (c) inviting you to comment on the proposed variation within the time specified in the notice.*
- (3) *The specified time must give you 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 you 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 you with such information as the landlord considers necessary to inform you of the nature and effect of the variation.*

Limitation on variation

60. (1) A fundamental terms of this contract set out in (2) below may not be varied (except by or as a result of an enactment).
- (2) The fundamental terms to which (1) above applies are—
- (a) term 57(1)(b) and (2) and this term,
 - (b) term 6 (requirement to use deposit scheme),
 - (c) term 36 (joint contract-holder ceasing to be a party to the occupation contract),
 - (d) term 8 (anti-social behaviour and other prohibited conduct),
 - (e) term 37 (permissible termination),
 - (f) term 48 (possession claims),
 - (g) term 41 (death of sole contract-holder), and
 - (h) term 65 (securing contract by use of false statement).

(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—

(a) unless as a result of the variation—

(i) the fundamental provision which the term incorporates would be incorporated without modification, or

(ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but the effect of this would be that your position you is improved;

(b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.

(4) A variation of a term of a secure contract is of no effect if it would render any term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(5) Sub-term (4) does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information by landlord

Written statements

61. (1) *The landlord must give you a written statement of the contract before the end of the period of 14 days starting with the occupation date.*

(2) *If there is a change in the identity of the contract-holder, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with -*

(a) the day on which the identity of the contract-holder changes, or

(b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

(3) *The landlord may not charge a fee for providing a written statement under (1) or (2) above.*

(4) *You may request a further written statement of the contract at any time.*

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

(5) The landlord may charge a reasonable fee for providing a further written statement.

(6) The landlord must give you the further written statement before the end of the period of 14 days starting with -

(a) the day of the request, or

(b) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation

62. (1) If this contract is varied in accordance with this contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give you—

(a) a written statement of the term or terms varied, or

(b) a written statement of the occupation contract as varied,

unless the landlord has given notice of the variation in accordance with term 3, 4(2) to (4) or 59(1)(b) and (2) to (6).

(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(3) The landlord may not charge a fee for providing a written statement under (1) above.

Provision of information by landlord about the landlord

63. (1) The landlord must, before the end of the period of 14 days starting with the occupation date of this contract, give you notice of an address to which you may send documents that are intended for the landlord.

(2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

(3) If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

Compensation for breach of term 63

64. (1) *If the landlord fails to comply with an obligation under term 63, the landlord is liable to pay you compensation under section 87 of the 2016 Act.*

(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 you the notice on or before the day referred to in (2)(b) above.*

(4) *The interest starts to run on the day referred to in (2)(b) above, 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.*

Other matters

False statement inducing landlord to make contract to be treated as breach of conduct

65. (1) *If the landlord is induced to make this contract by means of a relevant false statement—*

(a) *you are to be treated as being in breach of this contract, and*

(b) *the landlord may accordingly make a possession claim on the ground in term 50 (breach of contract).*

(2) A false statement is relevant if it is made knowingly or recklessly by—

(a) *you, or*

(b) *another person acting at your instigation.*

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Forms of notices etc

66. (1) *Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.*
- (2) *Sections 236 and 237 of the 2016 Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of this Act.*

Guidance note:

Section 236 provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available at www.gov.wales/rentinghomes

ESTATE MANAGEMENT GROUNDS

** PART 1 OF SCHEDULE 8 of the 2016 Act

See terms 157 and 158

REDEVELOPMENT GROUNDS

Ground A (building works)

1 The landlord intends, within a reasonable time of obtaining possession of the dwelling –

- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
- (b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.

(2) The first condition is that the dwelling is 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 dwelling in accordance with the scheme.

(3) The second condition is that part of the dwelling 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 dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

3 (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling 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.

(3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

Ground D (dwelling suitable for disabled people)

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

Ground E (housing associations and housing trusts: people difficult to house)

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

Ground F (groups of dwellings for people with special needs)

- 6 The dwelling constitutes part of a group of dwellings 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 dwellings in order to assist persons with those special needs,
 - (b) there is no longer a person with those special needs living in the dwelling, and
 - (c) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

- 7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

- 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 111, 130 or 138 (withdrawal), or
 - (b) section 225, 227 or 230 (exclusion).
- (3) The second condition is that—
- (a) the accommodation comprised in the dwelling 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.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

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

SCHEDULE 2

PERIODIC STANDARD OCCUPATION CONTRACT

PERIODIC STANDARD CONTRACT – EXPLANATORY INFORMATION

This is the written statement of an occupation contract made under the Renting Homes (Wales) Act 2016 (“the Act”). The contract is between you, as the ‘contract-holder’, and the landlord.

Your landlord must give you a free written statement within 14 days of the “occupation date” (the day on which you were entitled to move in). If you did not receive a copy of this written statement within 14 days of the occupation date, for each day it is late, you do not have to pay a day’s rent, up to a maximum of two months’ rent.

The written statement sets out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or may do under the occupation contract). You should read it before agreeing to it. It should be kept safe as you may need to refer to it in the future.

This contract, which is a periodic standard contract, means that:

- you cannot be evicted without a court order, unless you abandon the dwelling;

Before a court makes an order the landlord will have to demonstrate that the correct procedures have been followed and that at least one of the following is satisfied:

- iii. you were given at least six months’ notice that you must move out,
 - iv. you have broken one or more terms of this contract (which includes arrears of rent) and it is reasonable to evict you,
 - v. you are seriously in arrears with your rent (e.g. at least two months’ rent is unpaid), or
 - vi. your landlord needs to move you, suitable alternative accommodation is available, and it is reasonable to evict you;
- you have important rights as to how you can use the dwelling, although some of these require the consent of your landlord;
 - you can be held responsible for the behaviour of everyone who lives in and visits the dwelling; and
 - someone who lives with you at the address may have a right to succeed to this contract if you die.

This contract consists of:

- **key matters** – the address of the dwelling, the occupation date, the amount of rent and when it is payable, e.g. weekly or monthly;

- **fundamental terms** – some of these terms can be left out or changed, but only if that improves your position as contract-holder. Some cannot be changed and must reflect the wording in the Act;
- **supplementary terms** - these can be left out or changed, either to benefit you or the landlord; and
- **additional terms** – these can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

Your landlord must ask you to agree any changes to the fundamental or supplementary terms. Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement. An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation. Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms, or a new written statement of this contract, within 14 days of the change being agreed.

If you have any questions about this contract, you may find the answer at [www.gov.wales/rentinghomes along with other relevant information such as information on the resolution of disputes](http://www.gov.wales/rentinghomes%20along%20with%20other%20relevant%20information%20such%20as%20information%20on%20the%20resolution%20of%20disputes).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency.

PART 2

PERIODIC STANDARD CONTRACT – KEY MATTERS

This periodic standard contract gives you a right to occupy the dwelling for an indefinite period until this contract is brought to an end. The key matters are set out below.

This contract is

between: _____ (*landlord*)(s)

and: _____
_____ (*contract-holder*)(s)

It relates to: _____ (*the dwelling*)

The initial rent is £_____ per week / month / _____ (*delete as applicable*)

The first payment is to be made on _____

And further payments are to be made _____

You can contact the landlord

by post: _____

by telephone: _____

by e-mail _____

You have paid a deposit of £ _____

For more information about the holding of your deposit:

The occupation date (when you can begin occupying the dwelling) is:

Please sign below as evidence of your agreement to this contract

Contract-holder(s) _____ Date _____
_____ Date _____
_____ Date _____
_____ Date _____

Landlord(s) _____ Date _____
_____ Date _____

Rent Smart Wales Registration Number (if applicable):

Rent Smart Wales Licence Number (if applicable):

PERIODIC STANDARD CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS.

The fundamental and supplementary terms of this periodic standard contract are set out in this part. Fundamental terms that cannot be left out of this contract or changed are in *italics* and underlined. Fundamental terms that can be left out or changed are in *italics*. Supplementary terms are underlined.

[Where additional terms are included] Additional terms are in standard text and not underlined.

[Where any fundamental or supplementary term has been left out of the contract or otherwise changed] Text omitted from a fundamental or supplementary term has been ~~struck through~~ and any new text is shown in CAPITALS.

Where a term is referring to the contract-holder, it usually uses “you” instead of “the contract-holder”. Similarly where a term is referring to something belonging to the contract-holder, it usually uses “your” rather “the contract-holder’s”.

Guidance notes that do not form part of the terms of this contract have been included in relation to that particular term where that is appropriate.

The terms are arranged under the following headings and in the following order:

Rent and other charges

Deposit

Prohibited conduct

Control of the dwelling

Care of the dwelling – contract-holder’s responsibilities

Care of the dwelling – landlord’s obligations

Making changes to the dwelling or amenities

Security and safety of dwelling: contract-holder’s responsibilities

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Provisions about joint contract-holders

Termination of contract: general

Termination by contract-holder

Termination by the landlord: possession claims and possession notices

Termination by the landlord: grounds for making a possession claim

Termination by the landlord: landlord's notice

Termination by the landlord: restrictions on giving a landlord's notice

Court's Order of possession

Variation

Written statements and the provision of information by landlord

Other matters

Rent and other charges

Rent

1. (1) You must pay the rent in full and in accordance with the rental periods set out in Part 2 of this contract, save for any period during which the dwelling is unfit for human habitation.
(2) Where the dwelling is unfit for human habitation, the amount of rent which is not payable is to be calculated pro-rata for every day the dwelling is unfit.
(3) The landlord must provide you with confirmation in writing of any rental payment made, upon your request, such confirmation to be provided within fourteen days of the request.

Guidance note: unfit for human habitation

For the purposes of this term, a dwelling is unfit if either a court has made an order to that effect or the landlord and contract-holder agree it is unfit.

Right of set off

2. *If the landlord is liable to pay you compensation under section 87 of the 2016 Act, you may set off that liability against rent.*

Guidance note: Right of set off

A landlord is required to pay a contract-holder compensation for failing to provide a written statement of the contract (or a written statement relating to a variation or for providing an incorrect or incomplete contract) the contract-holder may withhold rent to the value of the outstanding compensation.

The compensation that is payable for any particular day is equivalent to the amount of rent that is payable under the contract for that day. A contract-holder may apply to the court for an order increasing the amount of compensation. Section 87 of the 2016 Act sets out the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.

Variation of rent

3. *(1) The landlord may vary the rent payable under this contract by giving you a notice setting out 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 you 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.*

Variation of other consideration

4. *(1) Where consideration other than rent is payable under this contract, the amount of consideration may be varied -*
 - a) by agreement between the landlord and you, or*
 - b) by the landlord in accordance with the (2) and (4) set out below.*
(2) The landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice.
(3) The period between the day on which the notice is given to you and the specified date may not be less than two months.
(4) 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 amount of consideration took effect.*

Deposit

Form of security

5. *The landlord may not require security to be given in any form other than -*
 - (c) money, or*
 - (d) a guarantee.*

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Requirement to use a deposit scheme

6. (1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must -
- (c) comply with the initial requirements of an authorised deposit scheme, and
 - (d) give you (and any person who has paid the deposit on your behalf) the required information.
- (3) The required information is such information as may be prescribed relating to—
- (a) the authorised deposit scheme which applies,
 - (b) the landlord's compliance with the initial requirements of the scheme, and
 - (c) the operation of Chapter 4 of Part 3 of the 2016 Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

Guidance Note: Deposits

Information about authorised deposit schemes and links to the “required information” can be found via www.gov.wales/rentinghomes.

Prohibited conduct

Anti-social behaviour and other prohibited conduct

7. (1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) -
- (c) to live in the dwelling subject to this contract, or
 - (d) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.
- (2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity -
- (c) in the dwelling subject to this contract, or
 - (d) in the locality of that dwelling.

(3) You must not engage or threaten to engage in conduct -

(c) capable of causing nuisance or annoyance to -

(iii) the landlord, or

(iv) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and

(d) that is directly or indirectly related to or affects the landlord's housing management functions.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.

(5) You must not, by any act or omission -

(c) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in (1) to (3) above or

(d) allow, incite or encourage any person to act as mentioned in (4) above.

Guidance note: Prohibited Conduct

Behaviour which potentially breaches these terms is wide ranging and can include, excessive noise, verbal abuse and physical assault.

Prohibited conduct may also include domestic abuse (including physical, emotional and sexual abuse)

You can also be held responsible if you encourage, or take no action to prevent, someone acting in any way which breaches this term, for example a visitor to your home or another person who is living there.

Control of the dwelling

Use of the dwelling by the contract-holder

8. You or a permitted occupier may, with the consent of the landlord, run a business at the dwelling or allow anyone else to do so.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Number of permitted occupiers

9. (1) Subject to sub-term (2) below, term 28 (relating to lodgers) and term 29 (relating to joint contract-holders), you may decide who and how many other people will be permitted to live at the dwelling.
(2) Neither the landlord nor you may cause or allow the dwelling to become overcrowded within the meaning of Part 10 of the Housing Act 1985.
(3) The landlord must, upon request by you, provide you with details of the maximum number of occupiers allowed in the dwelling in accordance with Part 10 of the Housing Act 1985

Right to occupy without interference from the landlord

10. (1) *The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.*
(2) *The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.*
(3) *The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the 2016 Act).*
(4) *The landlord is to be treated as having interfered with your right if a person who -*
(c) acts on behalf of the landlord, or
(d) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,
interferes with your right by any lawful act or omission.

Guidance note:

Section 100(2) of the 2016 Act states that:

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 dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92

Sections 91 and 92 are reflected in terms 16 and 17 of this contract.

Landlord's right to enter the dwelling

11. (1) *The landlord may enter the dwelling at any reasonable time for the purpose of—*
- (c) inspecting its condition and state of repair, or*
 - (d) carrying out works or repairs needed in order to comply with the obligations set out terms 16 and 17 of this contract.*
- (2) The landlord must give at least 24 hours' notice to you before exercising that right.*
- (3) Sub-term (4) below applies where —*
- (a) the dwelling forms part only of a building, and*
 - (b) in order to comply with the obligations set out in terms 16 and 17 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 the obligations under terms 16 and 17 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.*
12. (1) The landlord may enter the dwelling at any reasonable time for the purpose of:
- (d) complying with the Gas Safety (Installation and Use) Regulations 1998;
 - (e) carrying out all inspections required under regulations made under section 94 of the 2016 Act (Determination of fitness for human habitation); or
 - (f) carrying out any other inspection required under enactment;
- (2) The landlord may enter the dwelling at any reasonable time for the purpose of carrying out any works or repairs needed because of a failure by you to comply with your obligations under term 13.
- (3) The landlord must give you at least seven days' notice before exercising the powers to enter the dwelling under (1) or (2) above.
- (4) In the event of an emergency in which the landlord needs to enter the dwelling immediately, the landlord is entitled to enter, or if necessary force entry to, the dwelling without giving you any notice.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

(5) The landlord may require you to pay for any damage done in the process of forcing entry to the dwelling for any purpose under (4) above, if it was as a result of your fault that it was necessary to force entry.

Guidance note:

A link to the most up to date regulations made under section 94 of the 2016 Act (Determination of fitness for human habitation) can be found via www.gov.wales/rentinghomes

Care of the dwelling – contract holder’s responsibilities

Duty to take care of the dwelling

13. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but —
- (a) must take care of the dwelling;
 - (b) must take care of any fixtures and fittings within the dwelling;
 - (c) must promptly repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by you or by a permitted occupier of, or person visiting, the dwelling;
 - (d) may not remove any fixtures or fittings from the dwelling;
 - (e) will be responsible for any failure to take care of the dwelling or fixtures and fittings in the dwelling on the part of any permitted occupier of, or person visiting, the dwelling.

Duty to notify landlord of defect or disrepair

14. You must notify the landlord of any defect or disrepair which it is the landlord's responsibility to repair in accordance with the landlord's obligation under term 17 (keep the dwelling in repair).
15. The landlord may carry out any works or repairs required because of a failure by you to comply with the duty under term 13, and may charge you for any reasonable costs incurred in carrying out those works or repairs.

Care of the dwelling – landlord’s obligations

Landlord’s obligation: fitness for human habitation

16. (1) *The landlord must ensure that the dwelling is fit for human habitation—*
(c) on the occupation date of this contract, and
(d) for the duration of this contract.

(2) The reference in (1) above to the dwelling includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

Guidance note: Fitness for human habitation

When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in relevant regulations which can be found via www.gov.wales/rentinghomes

Landlord’s obligation to keep a dwelling in repair

17. (1) *The landlord must—*
(c) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
(d) keep in repair and proper working order the service installations in the dwelling.
- (2) If the dwelling forms part only of a building, the landlord must—*
(c) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
(d) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either—
(iii) forms part of any part of the building in which the landlord has an estate or interest, or
(iv) is owned by the landlord or is under the landlord’s control.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

(3) The standard of repair required by (1) and (2) above is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

(4) In this contract “service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

Further landlord obligations in relation to terms 16 and 17

18. *(1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord’s obligations under terms 16 and 17.*

(2) The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord’s obligations under terms 16 and 17.

Limits on landlord obligations in relation to terms 16 and 17: General

19. *(1) Term 16(1) does not impose any liability on the landlord in respect of the dwelling which the landlord cannot make fit for human habitation at reasonable expense.*

(2) The landlord’s obligations under terms 16(1) and 17(1) do not require the landlord—

(c) to keep in repair anything which you are entitled to remove from the dwelling, or

(d) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by fire, storm, flood or other inevitable accident.

(3) If the dwelling forms part only of a building, the landlord’s obligation under term 16(1) and 17(2) do not require the landlord rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(4) Relevant causes for the purpose of (3) above are fire, storm, flood or other inevitable accident.

(5) Term 17(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of—

(a) the dwelling, or

(b) the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 16 and 17: contract-holder's fault

20. *(1) Term 16(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.*

(2) The landlord is not obliged by term 17(1) or (2) 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 you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care —

(c) of the dwelling, or

(d) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 16 and 17: notice

21. *(1) The landlord's obligations under term 16(1)(b) and under term 17(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.*

(2) The landlord complies with the obligations under term 16(1)(b) and under term 17(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

(3) If

(c) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and

(d) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 16(1) or 17(1) or (2)

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.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Rights of permitted occupiers

22. (1) *A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with terms 16 or 17, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.*
- (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 dwelling, or the sub-occupation contract is made, in accordance with this contract.*

Guidance note: sub-occupation contract, sub-holder, lodger and permitted occupier,

Sections 59 and 244 of the 2016 Act set out the meaning of, sub-occupation contract, sub-holder lodger and permitted occupiers for the purposes of this term.

Section 59(2) sets out that:

A “sub-occupation contract” is an occupation contract—

- (a) made with a landlord who is the contract-holder under an occupation contract, and
- (b) which relates to all or part of the dwelling to which that contract relates

Section 59(3) set out that:

“Sub-holder” means the contract-holder under the sub-occupation contract.

Section 244(3) and (4) sets out that:

A person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the 2016 Act (accommodation shared with landlord).

But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

Section 244(5) sets out that:

A person is a permitted occupier of a dwelling subject to an occupation contract if—

- (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or
- (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home

(2) A “sub-occupation contract” is an occupation contract— (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates. (3) “Sub-holder” means the contract-holder under the sub-occupation contract.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Making changes to the dwelling or amenities

Changes to the dwelling

23. (1) You may not make any change or improvement to the dwelling without the written consent of the landlord.
(2) For the purposes of (1) above, a change or improvement includes any addition to, or alteration in, the dwelling, and includes-
- (a) any addition to or alteration in the fixtures and fittings in the dwelling;
 - (b) the erection of a radio or television aerial or satellite dish; and
 - (c) the carrying out of external decoration to the dwelling.

Changes to the provision of amenities to the dwelling

24. (1) Subject to (2) below, you may -
- (c) change the provider of water, electricity or gas (if applicable) to the dwelling; and
 - (d) change the provider of telephone or broadband services to the dwelling.
- (2) You must inform the landlord of any changes made in accordance with (1) above.
- (3) You may not, without the consent of the landlord, -
- (c) leave the dwelling without a supply of water, electricity or gas (if applicable) that was present at the dwelling on the occupation date; or
 - (d) install or remove, or arrange to have installed or removed, any meters at the dwelling that relate to the supply of water, electricity or gas to the dwelling without the consent of the landlord.
- (4) You may not tamper with any meters at the dwelling that relate to the supply of water, electricity or gas to the dwelling.

Security and safety of the dwelling contract-holder's responsibilities

Security of the dwelling

25. (1) If you are aware that the dwelling will be unoccupied for 28 or more consecutive days, you must notify the landlord as soon as reasonably practicable of becoming aware of the same.

(2) You must regularly check that smoke alarms and carbon monoxide detectors in the dwelling are working and replace any batteries as and when necessary.

26. (1) You must take reasonable care to protect the security of the dwelling.
(2) You may change any lock on the external or internal doors of the dwelling provided that—

(a) any changed lock must provide no less security than that previously in place; and

(b) you must notify the landlord as soon as reasonably practicable of any change and provide the landlord with means of access where requested.

(3) The landlord may charge you for the cost of changing, adding or removing any lock or having any new keys cut arising from any fault of yours requiring such action to be taken.

(4) In addition to your obligation under term 25(1), in the event of the dwelling being left unoccupied, you must comply with any requirements in respect of an unoccupied dwelling contained within the landlord's insurance policy, provided the landlord has given you prior notice of those requirements.

(5) If the dwelling contains a burglar alarm, you-

(a) may not change the burglar alarm codes without the consent of the landlord; and

(b) must regularly check that the burglar alarm is working and replace the batteries (if applicable) as and when necessary.

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Permissible forms of dealing

27. (1) *You may not deal with this contract, the dwelling or any part of the dwelling except -*

(c) in a way permitted by this contract, or

(d) in accordance with a family property order (see section 251 of the 2016 Act).

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

(2) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except -

- (c) in a way permitted by this contract, or*
- (d) in accordance with a family property order.*

(3) If you do anything in breach of (1) above, or a joint contract-holder does anything in breach of (2) above -

- (c) the transaction is not binding on the landlord, and*
- (d) you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).*

(4) "Dealing" includes -

- (d) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;*
- (e) transferring;*
- (f) mortgaging or otherwise charging.*

Guidance note: family property order

Section 251 of the 2016 Act sets out the meaning of "family property order" for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

Permitting lodgers

You may allow persons to live in the dwelling as lodgers, subject to the landlord's consent.

Guidance Note: Lodger

Sections 244 of the 2016 Act sets out the meaning of lodger for the purposes of this term.

Section 244(3) and (4) states that:

A person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the 2016 Act (accommodation shared with landlord).

But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

Provisions about joint contract-holders

Adding a joint contract-holder

28. (1) *You, as the contract-holder under this contract, and another person may, with the consent of the landlord, make that person a joint contract-holder under this contract.*
- (2) *If a person is made a joint contract-holder under this term he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.*

Guidance Note: reasonableness

When considering a request that a person be made a joint contract-holder, under section 84 of the 2016 Act, a landlord may not

- (a) unreasonably refuse consent, or
- (b) consent subject to unreasonable conditions.

What is reasonable is to be determined having regard to Schedule 6 to the 2016 Act.

Withdrawal of a joint contract-holder

29. (1) *A joint contract-holder may withdraw from this 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 this contract (the "withdrawal date").*
- (3) *The joint contract-holder must give a written warning to the other joint contract-holders when he or she 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 the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.*

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

(5) The joint contract-holder ceases to be a party to this 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 term 40 (contract-holder's notice to end a 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) Sub-term (3) above does not apply to a notice which is treated as a withdrawal notice because of (6) above.

30. In the event of there being a joint contract-holder who wishes to withdraw from this contract, that person must give at least one month's notice to the landlord.

Joint contract-holder ceasing to be a party to a contract - survivorship

31. (1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are -

(c) fully entitled to all the rights under this contract, and

(d) liable to perform fully every obligation owed to the landlord under this contract.

(2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to this contract.

(3) Nothing in (1) or (2) above removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to this contract.

(4) This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under this contract are transferred in accordance with this contract.

Termination of contract - general

Permissible termination etc.

32. (1) This contract may be ended only in accordance with—

(c) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the 2016 Act or other terms included in this contract in accordance with Part 9, or

(d) an enactment.

(2) Nothing in this term affects—

- (c) any right of the landlord or contract-holder to rescind this contract, or
- (d) the operation of the law of frustration.

Guidance Note: Permissible termination etc

The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the 2016 Act or other terms included in this contract in accordance with Part 9, include terms 34 to 62 and term 72.

Termination by agreement

33. (1) *If the landlord and you agree to end this contract, this contract ends —*
- (c) *when you give up possession of the dwelling in accordance with the agreement, or*
 - (d) *if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.*
- (2) *An occupation contract is a substitute contract if —*
- (c) *it is made in respect of the same (or substantially the same) dwelling as the original contract, and*
 - (d) *a contract-holder under it was also a contract-holder under the original contract.*

Repudiatory breach by landlord

34. *If the landlord commits a repudiatory breach of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.*

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Guidance Note: Repudiatory Breach

A repudiatory breach would a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you. Ultimately, the court would decide whether a breach is repudiatory.

Termination of the contract with joint contract-holders

35. *If there are joint contract-holders under this contract, this 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.*

Death of a sole contract-holder

36. (1) If you are the sole contract-holder, this contract ends —

(c) one month after your death, or

(d) if earlier, when the landlord is given notice of the death by the authorised persons.

(2) The authorised persons are—

(c) your personal representatives, or

(d) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

(3) This contract does not end if (under section 74 of the 2016 Act) one or more persons are qualified to succeed you.

(4) This contract does not end if, at your death, a family property order has effect which requires you to transfer this contract to another person.

(5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends—

(c) when the order ceases to have effect, or

(d) if later, at the time this contract would end under (1) above

Guidance note: Persons qualified to succeed/Family property order

Section 74 of the 2016 Act sets out the persons qualified to succeed to a contract.

Section 251 of the 2016 Act sets out the meaning of “family property order”. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

Contract-holder’s obligations upon ending the contract

37. When this contract ends, you must -

- (e) remove from the dwelling all property, other than property belonging to the landlord or any permitted occupier who is entitled to remain in occupation in the dwelling;
- (f) return any property belonging to the landlord which was moved out of the dwelling during the term of this contract to where it was at the commencement of this contract;
- (g) return to the landlord all keys of the dwelling, including any additional keys cut;
- (h) not give specific permission for anyone to remain in the dwelling.

Termination by contract-holder

Early termination by contract-holder

38. (1) *You may end this contract at any time before the earlier of—*

- (c) *the landlord giving you a written statement of this contract under term 67(1), or*
- (d) *the occupation date.*

(2) To end this contract under (1) above, you must give a notice to the landlord stating that you are ending this contract.

(3) On giving the notice to the landlord, you—

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

- (c) cease to have any liability under this contract, and*
- (d) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.*

Contract-holder's notice

- 39. *You may end this contract by giving the landlord notice that you will give up possession of the dwelling on a date specified in the notice.*
- 40. *The date specified in any such notice under term 40 may not be less than four weeks after the day on which the notice is given to the landlord.*

Termination of contract on contract-holder's notice

- 41. (1) *If you give up possession of the dwelling on or before the date specified in a notice given under term 40 this contract ends on the date specified in the notice.*
 - (2) *If you give up possession of the dwelling after that date but in connection with the notice, this contract ends—*
 - (a) on the day on which you give up possession of the dwelling, or*
 - (b) if an order for possession is made, on the date determined in accordance with term 63.*
 - (3) *The notice ceases to have effect if, before this contract ends—*
 - (a) you withdraw the notice by giving further notice to the landlord, and*
 - (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.*

Termination by the landlord: possession claims and possession notices

Possession claims

- 42. *The landlord under this contract may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in terms 45 to 62.*

Possession notices

43. (1) *This term applies in relation to a possession notice which the landlord is required to give to you under any of the following terms before making a possession claim-*

(a) *term 46 (in relation to a breach of contract by a contract-holder);*

(b) *term 48 (in relation to estate management grounds);*

(c) *term 52 (in relation to a contract-holder's notice);*

(d) *term 50 (in relation to serious rent arrears).*

(2) *The notice must (in addition to specifying the ground on which the claim will be made)—*

(d) *state the landlord's intention to make a possession claim,*

(e) *give particulars of the ground, and*

(f) *state the date after which the landlord is able to make a possession claim.*

Termination by the landlord: grounds for making a possession claim

Breach of contract

44. (1) *If you breach this contract, the landlord may on that ground make a possession claim*

(2) *Section 209 of the 2016 Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 of the 2016 Act).*

Restrictions on making a possession claim in relation to a breach of contract

45. (1) *Before making a possession claim on the ground in term 45, the landlord must give you a possession notice specifying that ground.*

(2) *The landlord may make a possession claim in reliance on a breach of term 7 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.*

(3) *The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.*

(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 the landlord gives you the possession notice.*

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- Supplementary terms are underlined.

Estate management grounds

46. (1) *The landlord may make a possession claim on one or more of the estate management grounds.*
- (2) *The estate management grounds (which are set out in Part 1 of Schedule 8 of the 2016 Act) are included in the annex to this contract.*
- (3) *Section 210 of the 2016 Act provides that the court may not make an order for possession on an estate management ground unless—*
- c) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 of the 2016 Act), and*
 - d) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 of the 2016 Act) is available to you (or will be available to you when the order takes effect).*
- (4) *If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.*
- (5) *Sub-term (4) above does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).*

Restrictions on making a possession claim under term 47 (estate management grounds)

47. (1) *Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.*
- (2) *The landlord may not make the claim—*
- (c) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or*
 - (d) 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 8 to the 2016 Act subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.*
- (4) *The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor)—*

- (c) *before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or*
- (d) *after the end of the period of twelve months starting with that day.*

(5) *The landlord may not give you 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 this contract ended.*

Guidance note: redevelopment schemes

Part 2 of Schedule 8 to the 2016 Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (and set out in the annex to this contract)

Serious rent arrears

48. (1) *If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.*

(2) *You are seriously in arrears with your rent—*

- (a) *where the rental period is a week, a fortnight or four weeks, 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 25% of the rent is more than three months in arrears.*

(3) *Section 216 of the 2016 Act provides that the court must (subject to any available defence based on your Convention rights) make an order for possession of the dwelling if it is satisfied that you—*

- (a) *were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and*
- (b) *are seriously in arrears with your rent on the day on which the court hears the possession claim.*

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- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Guidance note: Convention Rights

“Convention rights” are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Right Act 1998.

Restrictions on making a possession claim under term 49 (serious rent arrears)

49. (1) *Before making a possession claim on the ground in term 49, the landlord must give you a possession notice specifying that ground.*
- (2) *The landlord may not make the claim—*
- (a) *before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or*
 - (b) *after the end of the period of six months starting with that day.*

Recovery of possession on the ground of a notice given under term 40 (contract-holders notice)

50. (1) *If you fail to give up possession of the dwelling on the date specified in a contract-holder’s notice under term 40, the landlord may on that ground make a possession claim.*
- (2) *Section 215 of the 2016 Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights)-*

Restrictions on making a possession claim under term 51

51. (1) *Before making a possession claim on the ground in term 51 the landlord must give you a possession notice specifying that ground.*
- (2) *The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.*
- (3) *But the landlord 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 you a possession notice specifying the ground in term 51 after the end of the period of two months starting with the date specified in your notice under term 40 as the date on which you would give up possession of the dwelling.

Relevance of events under fixed term standard contract

52. (1) *The landlord under a periodic standard contract which arises under section 184(2) of the 2016 Act (periodic standard contract arising at end of fixed term) may make a possession claim in reliance on—*

- (a) a possession notice,*
- (b) a notice under section 186 of the 2016 Act (Landlord's notice in connection with the end of term), or*
- (c) a notice under a landlord's break clause,*

which the landlord gave to you before the end of the fixed term contract.

(2) *Terms 58 and 59—*

- (a) apply to a notice under term 186(1) as they apply to a notice under term 54, and*
- (b) apply to a possession claim made on the ground in section 186(5) of the 2016 Act in reliance on such a notice as they apply to a possession claim made on the ground in term 57 in reliance on a notice under term 54.*

(4) In any possession notice the landlord gives to you, the landlord may rely on events which occurred before the end of the fixed term standard contract.

Guidance note: landlord's notice – sections 184(2) and 186 of the 2016 Act

Section 184(2) of the 2016 Act sets out that:

'If the contract-holder remains in occupation of the dwelling 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 dwelling.'

Section 186(1) of the 2016 Act sets out that:

'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 or she must give up possession of the dwelling on a date specified in the notice.'

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Termination by the landlord: landlord's notice

Landlord's notice

53. *The landlord may end this contract by giving you notice that you must give up possession of the dwelling on a date specified in the notice.*

Guidance note: landlord's notice – application of other terms

Where term 54 is not incorporated, terms 55 59, and terms 60 to 62 do not apply it.

Either

Minimum notice period

54. *The date specified in any notice given under term 54 may not be less than six months after the day on which the notice is given to you.*

or

Minimum notice period: periodic standard contracts within Schedule 8A

If a periodic standard contract is within Schedule 8A to the 2016 Act, the date specified in a notice under term 54 may not be less than two months after the day on which the notice is given to the contract-holder.

Guidance note: Schedule 8A

Schedule 8A sets those standard contracts that are exceptions to the requirement under section 174 of the 2016 Act [Term 55 in the model written statement] that the period of a landlord's notice be not less than six months. Standard contracts included in Schedule 8A to the Act include prohibited conduct standard contracts, tenancies and licences which are occupation contracts because of notice given under Part 2 of Schedule 2 to the 2016 Act, and contracts relating to the accommodation for students in higher education, support accommodation, accommodation for homeless persons, accommodation for asylum seekers etc, service occupancy (including that relating to police and fire and rescue services), temporary accommodation relating to land acquired for development, temporary accommodation for short term arrangements and temporary accommodation during works.

Restrictions on giving further notices under term 54 (landlord's notice)

55. (1) *Sub-terms (2) and (3) apply where—*

(a) a landlord has given you a notice under term 54 (“the first notice”), and

(b) the landlord has subsequently withdrawn the notice (see term 59(3)).

(2) The landlord may not give another notice under term 54 to you before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with (3) below.

(3) The landlord may give one more notice under term 54 to you during the period of 28 days starting with the day on which the first notice was given.

(4) Sub-term (5) applies where—

(a) a landlord has given a contract-holder a notice under term 54, and

(b) the period for making a possession claim on the ground in term 57 has ended without the landlord having made a claim.

(5) The landlord may not give another notice under term 54 to you before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see term 58(1)(b)).

Recovery of possession following a notice given under term 54

56. (1) *If the landlord gives you a notice under term 54, the landlord may on that ground make a possession claim.*

(2) Section 215 of the 2016 Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 of the 2016 Act (retaliatory evictions: standard contracts) applies (and subject to any available defence based on your Convention rights).

Restriction on making a possession claim under 57

57. *The landlord may not make a possession claim on the ground in term 57—*

(a) before the date specified in the notice given by the landlord to you under section 54, or

(b) after the end of the period of two months starting with that date.

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- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Termination of contract following a notice given under term 54

58. (1) *If you give up possession of the dwelling on or before the date specified in a notice under section 54, this contract ends on the date specified in the notice.*
- (2) *If you give up possession of the dwelling after that date but in connection with the notice, this contract ends—*
- (a) on the day on which you give up possession of the dwelling, or*
 - (b) if an order for possession is made, on the date determined in accordance with section 206 of the 2016 Act.*
- (3) *The notice ceases to have effect if—*
- (a) before this contract ends, and during the period of 28 days starting with day on which the notice was given, the landlord withdraws the notice by giving further notice to you, or*
 - (b) before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given—*
 - (i) the landlord withdraws the notice by giving further notice to you, and*
 - (ii) you do not object to the withdrawal in writing before the end of a reasonable period.*

Termination by the landlord: restrictions on giving a landlord's notice

Restrictions on giving notice under term 54: notice may not be given until after the first six months of occupation

59. (1) *The landlord may not give notice under term 54 before the end of the period of six months starting with the occupation date of this contract.*
- (2) *If this contract is a substitute occupation contract, the landlord may not give such notice under term 54 before the end of the period of six months starting with the occupation date of the original contract.*
- (3) *For the purposes of (2) above —*
- (a) an occupation contract is a substitute occupation contract if—*
 - (i) the occupation date of this contract falls immediately after the end of a preceding occupation contract,*

(ii) immediately before the occupation date of this contract a contract-holder under this contract was a contract-holder under the preceding contract and a landlord under this contract was a landlord under the preceding contract, and

(iii) this contract relates to the same (or substantially the same) dwelling as the preceding contract, and

(b) “original contract” means—

(i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;

(ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

Guidance note: Application of term 60

This term does not apply if term 54 is not incorporated or where the contract is within Schedule 9 of the 2016 Act.

Restriction on giving notice under term 54 following retaliatory possession claim

60. (1) *Sub-term (2) below applies where—*

(a) the landlord (having given a contract-holder a notice under term 54) has made a possession claim on the ground in term 57, and

(b) the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217 of the 2016 Act).

(2) The landlord may not give another notice under term 54 to you before the end of the period of six months starting with the day on which the court refused to make an order for possession.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Guidance Note: retaliatory possession claim

Section 217 of the 2016 Act permits the court to refuse to make an order for possession if it considers that the possession claim is a retaliatory claim to avoid obligations in relation to fitness for habitation and keeping the dwelling in repair under terms 16 and 17.

Further restrictions on giving notice under term 54

61. (1) the landlord may not give notice under term 54 at a time when -

- (a) you have not been given a written statement of the contract under term 67(1) (requirement to provide written statement at the start of a contract), or
- (b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under term 67(2).

(2) If the landlord has failed to comply with term 67(1) and (2) (the duty to provide written statement of contract), the landlord may not give notice under term 54 during the period of six months starting with the day on which the landlord gave a written statement of this contract to you.

(3) The landlord may not give notice under term 54 at a time when the landlord has not provided a notice in accordance with the landlord's duty to provide information under term 69 (duty to provide information about landlord).

(4) The landlord may not give notice under term 54 at a time when security required by the landlord in connection with the contract in a form not permitted by term 5 has not been returned to the person by whom it was given.

(5) The landlord may not give a notice under term 54 at a time when any of (6) to (8) below apply unless—

- (a) a deposit paid in connection with this contract has been returned to you (or any person who paid the deposit on your behalf) either in full or with such deduction as may have been agreed, or

(b) an application to the county court has been made under paragraph 2 of Schedule 5 to the 2016 Act and has been determined by the county court, withdrawn, or settled by agreement between the parties.

(6) This sub-term applies if a deposit has been paid in connection with this contract but the initial requirements of an authorised deposit scheme have not been complied with.

(7) This sub-term applies if a deposit has been paid in connection with this contract but the landlord has not provided the information required by term 6(2)(b).

(8) This sub-term applies if a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme.

(9) The landlord may not give a notice under term 54 at a time when—

(a) a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act, and

(b) that prohibited payment has not been repaid.

(10) The landlord may not give a notice at a time when—

(a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to this contract has not been repaid, and

(b) the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

(11) In determining for the purposes of this term whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as

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having been repaid to the extent (if any) that it has been applied towards either or both of the following—

(a) a payment of rent under this contract;

(b) a payment required as security in respect of this contract.

Court's Order of possession

Effect of order for possession

62. (1) *If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends—*

(d) if you give up possession of the dwelling on or before that date, on that date,

(e) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or

(f) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

(2) *Sub-term (3) below applies if —*

(c) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and

(d) that joint contract-holder (or those joint contract-holders) continue to occupy the dwelling on and after the occupation date of the new contract.

(3) *This contract ends immediately before the occupation date of the new contract.*

Variation

Variation

63. (1) This contract may not be varied except -

(a) in accordance with terms 3, 4 (variation of rent/other consideration) and 65 (variation of terms other than rent), or

(b) by or as a result of an enactment.

(2) A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 66.

Variation of terms other than rent

64. *The fundamental terms, supplementary terms and additional terms of this contract may be varied (subject to term 66) by agreement between the landlord and you.*

Limitation on variation

65. (1) The fundamental terms of this contract set out in (2) below, may not be varied (except by or as a result of an enactment).

(2) The fundamental terms to which (1) above applies are—

(a) term 64(1)(b) and (2) and this term,

(b) term 6 (requirement to use deposit scheme),

(c) term 32 (joint contract-holder ceasing to be a party to the occupation contract),

(d) term 7 (anti-social behaviour and other prohibited conduct),

(e) term 33 (permissible termination),

(f) term 43 (possession claims),

(g) term 37 (death of sole contract-holder),

(h) term 72 (securing contract by use of false statement), and

(i) term 62 (further restrictions on giving landlord's notice under term 54)

(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect -

(a) unless as a result of the variation -

(i) the fundamental provision which the term incorporates would be incorporated without modification, or

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- Supplementary terms are underlined.

(ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but the effect of this would be that your position is improved;

(b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term set out in (2) above.

(4) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(5) Sub-term (4) does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information

Written statements

66. (1) *The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.*

(2) *If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with -*

(c) the day on which the identity of the contract-holder changes, or

(d) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

(3) *The landlord may not charge a fee for providing a written statement under (1) or (2) above.*

(4) *You may request a further written statement of this contract at any time.*

(5) *The landlord may charge a reasonable fee for providing a further written statement.*

(6) *The landlord must give you the further written statement before the end of the period of 14 days starting with -*

(c) the day of the request, or

(d) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation

67. (1) *If this contract is varied in accordance with this contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give you -*
- (a) a written statement of term or terms varied, or*
 - (b) a written statement of this contract as varied,*

unless the landlord has given notice of the variation in accordance with term 3 (variation of rent) or term 4(2) to (4) (variation of other consideration).

(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(3) The landlord may not charge a fee for providing a written statement under (1) above.

Provision of information by landlord about the landlord

68. (1) *The landlord must, before the end of the period of 14 days starting with the occupation date of this contract, give you notice of an address to which you may send documents that are intended for the landlord.*

(2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

(3) If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

Compensation for breach of term 69

69. (1) *If the landlord fails to comply with an obligation under term 69, the landlord is liable to pay you compensation under section 87 of the 2016 Act.*
- (2) *The compensation is payable in respect of the relevant date and every day after the relevant date until -*
- (c) the day on which the landlord gives the notice in question, or*
 - (d) 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 you the notice on or before the day referred to in (2)(b) above.*
- (4) *The interest starts to run on the day referred to in (2)(b) above 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.*

Inventory

70. (1) The landlord must prepare an inventory of the dwelling and provide you with one copy of the same free of charge no later than the date on which the landlord must provide you with the written statement of this contract.
- (2) Unless you provide any comments on the inventory to the landlord within 14 days receipt of the inventory, you will be taken to have accepted the inventory as being accurate.
- (3) Where you provide comments on the inventory, the landlord must ensure that those comments are attached to a copy of the inventory.

Other matters

False statement inducing landlord to make contract to be treated as breach of conduct

71. (1) If the landlord is induced to make this contract by means of a relevant false statement—
- (c) you are to be treated as being in breach of this contract, and*
 - (d) the landlord may accordingly make a possession claim on the ground in term 45 (breach of contract).*

(2) A false statement is relevant if it is made knowingly or recklessly by—

(c) you, or

(d) another person acting at your instigation.

Forms of notices etc

72. (1) *Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.*

(2) *Sections 236 and 237 of the 2016 Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of this Act.*

Guidance note:

Section 236 provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available at www.gov.wales/rentinghomes

Passing notices etc. to the landlord

73. You must-

- (a) keep safe and make available to the landlord any notices, orders or similar documents relating to the dwelling or any land neighbouring the dwelling that are delivered to the dwelling; and
- (b) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other similar documents.

- Fundamental terms that cannot be left out of the contract or changed are in *italics* and underlined.
- Fundamental terms that can be left out or changed are in *italics*.
- Supplementary terms are underlined.

ESTATE MANAGEMENT GROUNDS

** PART 1 OF SCHEDULE 8 of the 2016 Act

See terms 157 and 158

REDEVELOPMENT GROUNDS

Ground A (building works)

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

Ground B (redevelopment schemes)

- 2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.
- (4) The first condition is that the dwelling is 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 dwelling in accordance with the scheme.
 - (5) The second condition is that part of the dwelling 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 dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

- 3 (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.
- (4) 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.
 - (5) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

Ground D (dwelling suitable for disabled people)

- 4 The dwelling has features which are substantially different from those of ordinary

dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and –

- (c) there is no longer such a person living in the dwelling, and
- (d) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house)

5 (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and –

(c) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and

(d) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and –

(d) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,

(e) there is no longer a person with those special needs living in the dwelling, and

(f) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

7 The contract-holder succeeded to the occupation contract under section 73 as a reserve successor (see sections 76 and 77), and the accommodation comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

Ground H (joint contract-holders)

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 –

- (c) section 111, 130 or 138 (withdrawal), or
- (d) section 225, 227 or 230 (exclusion).

(3) The second condition is that –

- (c) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
- (d) 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.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

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