



Llywodraeth Cymru
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GUIDANCE

Standard occupation contracts: guidance

This guidance helps to explain the meaning of the terms included in occupation contracts.

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Introduction

Most people who rent their home do so as a 'tenant'. Some people rent under a licence instead of a tenancy and are called 'licensees'. A licence is usually given for short-term arrangements or where the living space is shared with the landlord.

From 1 December 2022, everyone who rents a home in Wales will have an 'occupation contract'. An occupation contract is the agreement between tenant or licensee called the 'contract-holder' – and their landlord.

Most people who rent their home from a private landlord will get a particular kind of occupation contract called a 'standard contract'. This will either be a fixed term standard contract or a periodic standard contract. A fixed term standard contract requires both the contract-holder and the landlord to commit to a minimum term, often the first six months of occupation. After the end of this initial fixed term, the contract-holder and the landlord may agree a new fixed term and the contract-holder will be given a further standard fixed term contract. Alternatively, if the contract-holder remains in occupation (without a new contract) a periodic standard contract is automatically created, and this will continue until either the contract-holder or the landlord brings it to an end.

However, there is no requirement for a fixed term contract, and the contract-holder might start their occupation under a periodic standard contract. A periodic standard contract is one which rolls over from one rental period to the next (e.g. from week to week or month to month)

Some people who rent their home from a community landlord (a local authority or housing association) might also get a standard contract. Whilst some of these standard contracts may be similar to those offered by a private landlord, there are other types of standard contracts a community landlord may provide such as an introductory standard contract or a prohibited conduct standard contract.

If you are a contract-holder who has a standard contract, this document will help to explain what the things in the standard contract mean.

The occupation contract includes all the details about the things that the contract-holder has to do if they want to stay in their home, such as paying rent to the landlord and making sure they take care of their home. It also includes the things the landlord has to do, such as making sure the home is safe and fit to live in. The occupation contract also says when and how a landlord might ask the contract-holder to leave their home.

There is another type of occupation contract called a 'secure contract'. There is a different document on the Welsh Government's website that helps to explain what the things in the secure contract mean. Read [Secure occupation contracts: guidance](#).

Overview

Every contract-holder must be given a 'written statement' of their occupation contract by the landlord. This must include all the terms (the do's and don'ts) of the occupation contract and it replaces a written tenancy agreement. (Up to 1 December 2022, 'tenancy agreement' is used to describe the contract between a tenant and their landlord).

If someone is renting their home before 1 December 2022, and so already has a tenancy agreement, that tenancy agreement will automatically turn into an occupation contract when the new law comes in on 1 December. The landlord then has up to six months to give the contract-holder a written statement. But if the contract-holder moves into their home on or after 1 December, and so has a brand-new occupation contract, the landlord has to give them the written statement within 14 days of the date they move in.

Occupation contracts can contain four different types of terms:

- **key matters** – these include the address of the house or flat, the date the contract-holder can or has moved in, the amount of rent (or ‘other consideration’ – see below for what this means) that has to be paid and when it is payable (usually weekly or monthly), whether the contract is fixed term or periodic^[1] and if it is fixed term, the term for which it is made.
- **fundamental terms** – these terms deal with the basic operation of the contract. They cover things such as how the contract can be ended. Some fundamental terms cannot be changed or left out. Others can be left out or changed, but only if the contract-holder and the landlord agree to do that and it benefits the contract-holder. For example, the landlord could offer to give more than the minimum two months’ notice required by law for a rent increase, but they could not give less than the minimum.
- **supplementary terms** – these terms deal with more day-to-day matters. However, providing the contract-holder and the landlord agree to it, these can be left out or changed, either to benefit the contract holder or the landlord.
- **additional terms** – these are terms about other matters that can be agreed by the contract-holder and the landlord - for example, a term about keeping pets.

[1] ‘Periodic’ means the contract continues from one rental period to the next without an end date. For example, if the rent is paid monthly, the contract rolls forward from one month to the next month for as long as the contract-holder chooses to live in the property (as long as they do not breach the terms of the contract).

How to use this guidance

To make it easier for landlords and contract-holders to agree contracts, the Welsh Government has published 'model written statements'. These include all the explanatory information, key matters, fundamental terms and supplementary terms relevant to the type of contract a landlord gives to a contract-holder. See [Model written statement for periodic standard contracts](#).

This guidance explains the terms in the model written statement for a periodic standard contract in plain language. This is not the same as a detailed legal explanation and information is not intended to be precise or comprehensive. It is not an alternative to the words that are included in the written statement itself.

Landlords are not required to use model written statements, so the written statement they give a contract-holder might look different to the model written statement that is published on the Welsh Government's website. The model written statement, for example, gives each term its own heading, and this guidance repeats those headings so that it is easy to cross refer between it and the model written statements. The written statement the contract-holder is given might leave out those headings altogether. A written statement of an occupation contract that has converted from a previous tenancy agreement may include terms which are different to the supplementary terms included in the model written statement.

However, because the law says the fundamental and supplementary terms should be written a certain way, even if terms appear in different places in a contract, they should still be recognisable from the information below.

Separate guidance on the fixed term standard occupation contract has not been published. However, as many of the terms included in the standard occupation contract are the same, irrespective of whether the contract is for a fixed term or periodic, this guidance should also prove useful in relation to explaining the

terms of a fixed term standard contract.

Where there are likely to be substantial differences in the terms between a fixed term standard contract and periodic standard contract, this guidance identifies those areas of differences. Independent advice should be sought where any uncertainty arises.

What the terms mean

Rent and other charges

The 'key matters' include the amount of rent the contract-holder has to pay to the landlord. They will also say how often it needs to be paid (e.g. monthly), and on what day or date it needs to be paid. [\[2\]](#)

The model written statement includes five other terms that relate to rent and other charges.

Receipt of rent or other consideration

This term means that if a contract-holder asks the landlord for a receipt after paying rent or other consideration, the landlord has to give them a receipt within 14 days.

Periods when the dwelling is unfit for human habitation

This term means that if the contract-holder's home is 'unfit for human habitation', the contract-holder doesn't have to pay rent while it is unfit.

‘Unfit for human habitation’ means there are serious health and safety risks, such as the risk of an electric shock from the wiring, so the home is not fit to live in. When deciding whether the home is fit for human habitation the contract-holder and landlord would need to take into account ‘the matters and circumstances’ set out in the **Fitness for Human Habitation Regulations** made by the Welsh Ministers.

If the contract-holder and the landlord do not agree on whether the home is fit to live in, and therefore whether rent has to be paid or not, the contract-holder can take the matter to court for a Judge to decide. If the court decides the home is fit to live in, the contract-holder would have to pay any rent they had withheld.

Right of set off

If a landlord hasn’t done things they should have done under the contract, such as give a written statement to the contract-holder, the landlord has to pay compensation to the contact-holder. If this happens, the contract-holder is allowed to withhold rent to offset the amount they are owed in compensation. Some compensation is only payable by the landlord if it is ordered by the court. Section 87 of the Act sets out all the circumstances in which a landlord might have to pay compensation and the way that compensation is calculated.

Variation of rent

This term means that if a landlord decides to change the amount of rent, the landlord has to give two months’ notice that the rent is changing. If the landlord does change the rent, they have to wait another year before they can change it again.

A fixed term standard contract will not usually contain a right to vary the rent during the initial fixed term. For the initial fixed term, the rent will be the amount

agreed between the landlord and the contract-holder. If the contract-holder stays in occupation after the end of the fixed term without agreeing a new contract, the landlord may decide to change the rent in the way described above.

Variation of other consideration

This term allows other consideration to be changed in the same way as rent (unless the landlord and contract-holder agree between them to change the amount of consideration).

Deposit

If a deposit is required by the landlord, the amount will be shown in the key matters section of the written statement.

The model written statement includes two other terms that relate to rent and other charges.

Form of security

This term allows the landlord to require the contract-holder to pay money as a deposit or to require a written guarantee (for example, by requiring the contract-holder sign to say that they will pay for any damages they cause). No other type of 'security' is allowed.

Requirement to use a deposit scheme

If a contract-holder is required to pay a deposit, the landlord must put the deposit into a government-approved tenancy deposit scheme. Within 30 days, the

landlord then has to give the contract-holder information about the scheme and about their rights in relation to their deposit.

Prohibited conduct

The model written statement includes one term in relation to prohibited conduct.

Anti-social behaviour and other prohibited conduct

This term sets out what the contract-holder, people living with the contract-holder and their visitors must not do. It includes things such as:

- make too much noise
- verbally abuse or physical assault other people living in the home, the landlord/agent or other people in the neighbourhood
- abuse their partner (including physical, emotional and sexual, psychological, economic or financial abuse)
- use the property for criminal purposes, or
- allow other people living in the home to do these things.

If the contract-holder does the things listed above, they will be in breach of their contract and might be evicted from the home.

Control of the dwelling

The terms that relate to the 'control of the dwelling' set out the things that the contract-holder is allowed or not allowed to do with their home. They set out how and when the landlord can 'interfere' with the contract-holder's right to live in the home, for example by allowing the landlord to enter the home in where they have a good reason to do so.

The model written statement includes six terms that relate to 'control of the dwelling'

Use of the dwelling by the contract-holder

This term requires the contract-holder to get the landlord's permission before they or someone else conduct a business from the home.

Permitted occupiers who are not lodgers or sub-holders

This term lets a contract-holder allow other people to live at the property (e.g. family members), as long as they are not 'lodgers or sub-holders' (essentially people who are renting off the contract-holder).

Right to occupy without interference from the landlord

Under this term, unless the landlord (or someone acting on their behalf) is doing something that the contract or the law allows or requires them to do (for example, entering the home to carry out repairs), the contract-holder is allowed to live in their home without interference from the landlord.

Landlord's right to enter the dwelling – Repairs

This term allows the landlord to enter the home if they need to carry out an inspection or repairs to make sure the home is 'fit for human habitation' and 'in repair' (the meanings of these things are included in terms explained below). However, the landlord must give 24 hours' notice.

If the contract-holder does not give the landlord access without good reason, the landlord can make an application to the Court for an order giving permission to

access the home.

Landlord's right to enter the dwelling – repairs to fixtures and fittings

This term applies where the contract-holder has not carried out a repair which was their responsibility (see the term Duty to notify landlord of defect or disrepair below). In these cases, the landlord is allowed to enter the home to carry out the repair, but they have to give 24 hours' notice.

Landlord's right to enter the dwelling – Emergencies

Under this term, the contract-holder has to give the landlord immediate access to their home if there is an emergency. Otherwise, the landlord is allowed to enter the home without the contract-holder's permission. Emergencies would be things like urgent work needed to prevent severe damage to the home or things, which if they are not dealt with straightaway, would put the health and safety of the people living in the home at immediate risk.

Care of the dwelling – contract-holder's responsibilities

The terms relating to this matter say what the contract-holder must do to look after their home. There are two terms relating to this in the model written statement.

Duty to take care of the dwelling

This term says that the contract-holder is not responsible if things in their home become worn or broken through everyday use. However, the contract-holder has to take proper care of their home and the things that are in it that belong to the

landlord. The contract-holder is not allowed to take those things out of the home (without the landlord's permission). They also have to keep the home in a 'state of reasonable decorative order' and they cannot keep anything in the home that is a health and safety risk.

Duty to notify landlord of defect or disrepair

This term says that the contract-holder has to tell the landlord of any faults or damage which the landlord is expected to repair. Where the fault or damage is not the landlord's responsibility (for example, because the contract-holder caused the damage through a lack of proper care) the contract-holder has to carry out the repair.

Care of the dwelling – landlord's obligations

The terms that relate to this matter are about the things that the landlord has to do to provide proper care of the home as well as the limits on what they have to do.

There are seven terms relating to this in the model written statement.

Landlord's obligation: fitness for human habitation

This term requires the landlord to make sure the home is 'fit for human habitation' (FFHH). The Renting Homes (Fitness for Human Habitation) (Wales) Regulations set out the 'matters and circumstances' to be considered when deciding whether a property is fit or not.

Landlord's obligation to keep a dwelling in repair

This term requires the landlord to make sure the structure and exterior of the home are 'in repair' (that is things like the walls, windows and roof). It also means that 'service installations', such as the water, gas or electricity supply, are in repair and work properly. The standard of repair required 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'. This means, for example, an older house, which is only likely to be lived in for a short time might not be expected to be in as good condition as a newer house which is likely to be lived in for a long time.

Further landlord obligations in relation to FFHH and keeping a dwelling in repair

This term means that where a landlord causes damage when they are carrying out work to ensure a home is fit for human habitation and in repair, they have to repair that damage. The term also says a landlord cannot require the contract-holder to do the work necessary to keep their home fit for human habitation and in repair.

Limits on landlord obligations in relation to FFHH and keeping a dwelling in repair: general

Limits on landlord obligations in relation to FFHH and keeping a dwelling in repair: contract-holder's fault

Limits on landlord obligations in relation to FFHH and keeping a dwelling in repair: notice

These terms place various limits on the landlord's obligations to ensure a home is fit for human habitation and in repair.

Amongst other things, landlords do not have to:

- Make a property fit for human habitation if it cannot be done at 'reasonable expense'. This means, for example, that if the cost of carrying out works to the contract-holder's home to make it fit for human habitation was so high that it outweighed any benefit to the contract-holder, the landlord wouldn't have to carry out that work.
- Rebuild or reinstate the dwelling if it is damaged or destroyed by a 'fire, storm, flood or other inevitable accident'.
- carry out repairs if the thing needing repair doesn't affect the contract-holder's day to day life in their home
- Make a home fit for human habitation or keep it in repair if a lack of care by an someone who lives in the home has made unfit or in disrepair
- Carry out repairs if they are unaware that they are needed (and once they become aware, to carry out the repairs within a reasonable time but not necessarily straightaway)

Rights of permitted occupiers

Where someone (who is a permitted occupier) living in the contract-holder's home or their personal property suffers because the landlord has not sure it is fit for human habitation or in repair, this term allows the person concerned to force the landlord to do what they are expected to do by taking them to court.

Making changes to the dwelling or utilities

There are two terms in the model written statement that relate to this matter.

Changes to the dwelling

This term prevents a contract-holder from adding or changing things like the internal fixtures and fittings, or external ariels, satellite dishes, sheds, garages or the external decoration of their home, without the landlord's permission.

Changes to the provision of utilities to the dwelling

Under this term, the contract-holder is allowed to change the suppliers of things like the electricity, gas, telephone and internet. But they have to tell the landlord that they have done so and they are not allowed to leave their home at the end of the contract (unless they have the landlord's permission) without first making sure it still has a supply of electricity, gas etc - all the things that it had at the start of the contract.

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

The terms that relate to this matter are about the things that the contract-holder has to do to make sure the home is secure.

There are two terms relating to this in the model written statement.

Security of the dwelling – unoccupied periods

Security of the dwelling – locks

These terms require a contract-holder to take 'reasonable steps' to make sure their home is secure and tell the landlord if their home is going to be unoccupied for 28 days or more. 'Reasonable steps' include things like shutting the windows and locking the doors when nobody is at home. The contract-holder is allowed to

change door locks but has to make sure they remain as secure as they were before.

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

The terms in relation to this matter are about things a contract-holder is allowed to do, or not allowed to do. There are two terms in the model written statement that relate to this matter.

Permissible forms of dealing

This term means that unless the contract allows for it (or a court orders it as part of a 'family property order'), a contract-holder is not allowed to create things like a sub-occupation contract (where they rent to their home to someone else), or transfer the occupation contract to someone else, or take out a mortgage on their home.

Permitting lodgers

This term allows the contract-holder to allow lodgers to live at the property. A lodger would be someone who pays rent to the contract-holder in return for being allowed to live with the contract-holder in their home.

Provisions about joint contract-holders

These terms relate to where there is more than one contract-holder with the same occupation contract (that is, joint contract-holders). There are four relevant terms included in the model written statement.

Adding a joint contract-holder

Under this term, and with the permission of the landlord, the contract-holder can add another person to the contract as a joint contract-holder. The joint contract-holder then takes on the same rights and responsibilities under the contract as the contract-holder has.

Withdrawal of a joint contract-holder

Withdrawal of a joint contract-holder – notice required

These terms say that a joint contract-holder is allowed to withdraw from a contract and explain how they go about doing so. This will include giving one month's notice to the landlord and providing the other joint contract-holders with a written warning at the same time. The landlord is also required to give written warning to the joint-contract-holders.

These terms would not apply in relation to fixed term standard contract but a term allowing a joint contract-holder to exercise a break clause might be included

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

This term deals with what happens to the remaining joint contract-holders when one dies or stops being a joint contract-holder. The term says that the remaining joint contract-holders are entitled to all the rights under the contract but are 'liable to perform fully every obligation owed to the landlord under the contract'. This would include, for example, meeting the full cost of the rent.

Termination of contract – general

The terms in relation to this matter set out what landlords and contract-holders are allowed to do or required to do when ending an occupation contract.

Under a standard contract, the landlord may ask the contract-holder to leave their home if they have 'breached the contract'. A 'breach of contract' means the contract-holder has not done something the occupation contract says they have to do (such as pay the rent) or, they may have done something the occupation contract says they are not allowed to do (such as threatening other people living nearby (referred to in the contract as 'anti-social behaviour')). Alternatively, under a periodic standard contract, a landlord may ask a contract-holder to leave their home using a 'landlord's notice'. In these cases, the landlord does not need to give a reason for asking the contract-holder to leave.

The ways in which a fixed term standard contract can be brought to an end differ from the ways in which a periodic standard contract can be ended. Independent advice should be sought where any uncertainty arises.

If the landlord wants a contract-holder to leave, they must give them a 'possession notice'. The possession notice tells the contract-holder why they are being asked to leave their home (in those cases where the landlord has to provide a reason) and the date they must leave by. The amount of time the contract-holder has before they are expected to leave their home (the 'notice period') depends on the reason they are being asked to leave. The occupation contract says what the different notice periods are.

In the case of a notice given because of a breach of contract, if the contract-holder does not agree with the reasons the landlord has given for asking them to leave they can ask the court to consider all the facts and make a ruling. The contract-holder will not be required to leave until the court has decided. In the case of a landlord's notice, the court must require the contract-holder to leave if

it is satisfied all the correct procedures have been followed.

There are six terms included in the model written statement in relation to 'Termination of contract – general'.

Permissible termination etc.

This term says that the contract may only be ended in accordance with the other terms of the contract or in accordance with the law.

Termination by agreement

This term means that if the landlord and contract-holder agree to end the contract, the contract ends when the contract-holder leaves their home in accordance with what has been agreed. However, if the contract-holder does not leave their home on the agreed day a 'substitute contract' is automatically made, and the old contract is said to have ended on the day before occupation date in the substitute contract. A substitute contract is one which covers the same home as the original contract and the contract-holder is the same person.

Repudiatory breach by landlord

This term means that if the landlord commits a 'serious breach of the contract' that justifies the contract-holder immediately ending the contract, the contract ends as soon as the contract-holder leaves their home. A 'serious breach of contract' might include, for example, failing to carry out repair work, which causes a risk to the contract-holder's health and safety.

Death of a sole contract-holder

This term means that if there is only one contract-holder, the contract ends one month after their death, or earlier when the landlord is given notice of the death by an authorised person (such as a personal representative of the contract-holder or another adult who the contract-holder had allowed to live in their home). However, the contract does not end if there are persons qualified to succeed to the contract or there is a relevant family property order. The 2016 Act sets out the basis on which people are qualified to succeed but this is not included in the occupation contract.

Contract-holders' obligations at the end of the contract

This term says that at the end of the contract, the contract-holder has to remove all property belonging to them (and anyone else they allowed to live in their home), return property belonging to the landlord back to where it was originally, and return to the landlord all keys to the home.

Repayment of rent or other consideration

This term says that the landlord has to repay the contract-holder any rent they have paid for a period after the contract ends.

Termination by contract-holder

There are five terms in the model written statement relating to ways in which a contract-holder can end a contract.

Early termination by contract-holder

If the contract-holder has not received a written statement of the occupation contract and the occupation date has not yet been reached, this term allows the contract-holder to end a contract by giving the landlord notice that they are ending the contract (and the landlord must return to them any deposit or rent they have already paid).

Contract-holder's notice

Contract-holder's notice: minimum notice period

Termination of contract on contract-holder's notice

Under these terms, a contract-holder is allowed to end a contract by giving the landlord four weeks' notice. If the contract-holder leaves their home on or before the date specified in the notice, the contract ends on that date. If the contract-holder stays in their home after that date, the contract ends on the date that they leave their home, or, if a court makes an order for possession, on the date which is decided under term relating to the Effect of order for possession. If the contract-holder's notice is withdrawn and the landlord does not object, the contract does not end.

Termination of the contract with joint contract-holders

If there are joint contract-holders, this term means that they would all have to act together to end the contract. As a result, if one contract-holder does not agree to end the contract, the contract doesn't end.

Termination by the landlord: possession claims and possession notices

The terms relating to this matter cover the landlord's right to make a possession claim to the court and the possession notice that the landlord is required to give before making a possession claim.

There are two terms relating to this matter in the model written statement.

Possession claims

This term says that a landlord is only allowed to make a claim to the court to get a home back (this is called 'a possession claim') in the situations set out in the terms of the occupation contract.

Possession notices

This term means that in each situation where the landlord is required to give the contract-holder notice that they intend to make a possession claim under one of the grounds set out under Termination by the landlord: grounds for making a possession claim, they must specify the ground and provide details about it; and give the date after which they are able to make the possession claim.

Termination by the landlord: grounds for making a possession claim

The terms relating to this matter cover various grounds on which a notice might be issued and a possession claim made.

There are eight terms relating to this matter in the model written statement.

Breach of contract

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

Estate management grounds

Restrictions on making a possession claim under estate management grounds

Serious Rent Arrears

Restrictions on making a possession claim under serious rent arrears

Recovery of possession on the contract-holder's notice ground

Restrictions on making a possession claim on contract-holder's notice ground

These terms allow a landlord to make a possession claim in the following situations (called 'grounds'):

1. The contract-holder has breached the contract (that is, done something which is not allowed under the contract or not done something which the contract says the contract-holder has to do)
2. One or more 'estate grounds' apply. These include instances ranging from where the landlord needs possession in order to demolish or reconstruct the building to situations where the home is especially adapted for people who are physically disabled, there is no one living at the property who requires accommodation of that sort and the landlord requires the home for such a person.
3. The contract-holder is in serious rent arrears (for example, where the rental period is a month, if at least two months' rent is unpaid)
4. The contract-holder has served a one months' notice of their intention to leave their home (a contract-holder's notice) but does not do so on the date specified.

In each situation, the landlord is required to give the contract-holder notice that they intend to make a possession claim.

The amount of notice depends upon the ground relied upon the by landlord:

- Where the ground is a breach of contract or an estate management ground, normally the landlord has to give one month's notice.
- Where the ground is serious rent arrears 14 days' notice must be given.
- Where the breach of contract relates to anti-social behaviour and other prohibited conduct, the landlord is allowed to make the possession claim as soon as they issue the possession notice.

In the case of a breach of contract, estate management grounds and serious rent arrears, the landlord is not allowed to make a possession claim any later than six months after they issued the possession notice.

Where the contract-holder does not leave the property after giving a contract-holder's notice (see above), the landlord is allowed to make the possession claim as soon as they issue the possession notice. They cannot make a possession claim more than two months later than the date specified in the contract-holder's notice.

Where a possession claim is made in relation to a breach of contract (including rent arrears), the court can only make a possession order (requiring the contract-holder to leave the property), where it considers it is reasonable to do so.

However, if a possession claim is made on the serious rent arrears ground, the court has to make a possession order if it satisfied that the contract-holder was seriously in arrears when the possession notice was given and is seriously in arrears when the court hears the possession claim.

Where a possession claim is made on an estate management ground, the court can only make a possession order where it considers it reasonable to do so and it is satisfied that suitable alternative accommodation is available to the contract-holder.

If a possession claim is made because the contract-holder does not leave the property after giving a contract-holder's notice, the court has to make a possession order if it is satisfied that the ground is made out (that is, the conditions are met).

These terms include a number of other technical provisions relating to estate management grounds.

Termination by the landlord: landlord's notice

These terms set out the basis on which a landlord may end a contract by giving a contract-holder notice that they must give up possession of their home – that is, by giving them a landlord's notice. A landlord does not need to have a ground or other reason in order to issue a landlord's notice.

There are six terms relating to this matter in the model written statement.

Landlord's notice

Minimum notice period

Restrictions on giving further notices under a landlord's notice

Recovery of possession following a notice given under a landlord's notice

Restriction on making a possession claim in relation to a landlord's notice

Termination of contract following a landlord's notice

Under these terms, the landlord's notice must give the contract-holder at least six months before they are required to give up possession of their home. If the contract-holder gives up possession on or before the date given in the notice, the contract ends on that date. If the contract-holder does not give up possession on or before that date, the landlord can make a possession claim to the court, providing they do so within two months. If a landlord doesn't make a claim within that two-month period, they must wait another six months before they are able to give another landlord's notice.

If the landlord makes a possession claim to the court, and the court is satisfied that all the correct procedures have been carried out by the landlord, it must make a possession order requiring the contract-holder to leave their home (unless it considers that the landlord has only made the claim in order to get out of their duty to keep the home in repair or fit for human habitation).

These terms also allow for a landlord to withdraw and reissue a landlord's notice (for example, to correct an error) providing they do so within 28 days. After 28 days has elapsed, a notice which is withdrawn only ceases to have effect if the contract-holder does not object to its withdrawal.

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

These 11 terms set out situations when a landlord is not allowed to issue to a landlord's notice.

Restrictions on giving a landlord's notice: notice may not be given until after the first six months of occupation

Restriction on giving a landlord's notice following a retaliatory possession claim

Further restrictions on giving a landlord's notice - failure to provide written statement

Restriction on giving a landlord's notice - provision of written statement

Restriction on giving a landlord's notice – failure to provide information about landlord

Restriction on giving a landlord's notice – failure to provide a valid energy performance certificate

Restriction on giving a landlord's notice – breach of security and deposit requirements

Restriction on giving a landlord's notice – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019

Restriction on giving a landlord's notice – failure to ensure that working smoke alarms and carbon monoxide alarms are installed

Restriction on giving a landlord's notice – failure to supply electrical condition report etc.

Restriction on giving a landlord's notice – failure to provide gas safety report to contract-holder

Under these terms, a landlord cannot issue a landlord's notice during the first six months after the occupation date specified in the contract.

They are also not allowed to issue a landlord's notice:

- For six months after the date on which a court refuses to make a possession order because it considers that the landlord has only made a possession claim to get out of their duty to keep the home in repair or fit for human habitation
- if a written statement has not been given to the contract-holder
- for six months after the written statement has been given to the contract-holder, if the landlord was late in giving the written statement to the contract-holder
- if the landlord has failed to provide to the contract-holder the required information about the landlord – see below
- if the landlord has not given a valid energy performance certificate to the contract-holder (in accordance with their duty to do so under the Energy Performance of Buildings (England and Wales) Regulations 2012) at any time before serving the notice
- if the landlord has taken and not returned security in a form that it not permitted or has failed to comply their duties in relation to deposits (see term on deposits)
- if a prohibited payment has been paid and not repaid (these are things like service charges, which are prohibited by Renting Homes (Fees etc.) (Wales) Act 2019) or a holding deposit has been paid and not repaid
- if the contract-holder's home is unfit for human habitation because the

landlord has not complied with their duties in relation to the provision of smoke and/or carbon monoxide alarms or a valid electrical condition report (under the Renting Homes (Fitness for Human Habitation) Regulations 2022

- if the landlord has not complied with a requirement to provide or display a report on the safety etc. of gas installations (under regulation 36(6) or (as the case may be) (7) of the Gas Safety (Installation and Use) Regulations 1988

Although they do not form part of the terms of the occupation contract, restrictions on giving a landlord's notice may also apply where the landlord has not complied with the required licencing arrangements in relation to Houses of Multiple Occupation or other residential accommodation (see sections 75 and 98 of the Housing Act 2004) or has not complied with the Rent Smart Wales registration and licencing (see section 44 of the Housing (Wales) Act 2014).

Court's Order for possession

If a landlord makes a possession claim to the court, the court may make a possession order in response to the claim, setting out the date by which a contract-holder must leave their home. There is only one term in the model written statement dealing with the effect of the possession order.

Effect of order for possession

This term says when an occupation contract ends after a court makes a possession order. If the contract-holder leaves their home on or before the date specified in the possession order, the contract ends on that date. If the contract-holder stays in their home after that date, the contract will end when the contract-holder leaves their home or are evicted from it (whichever is earlier). The term makes slightly different provision where there are joint contract-holders.

Variation

These terms set out the ways in which an occupation contract can be changed after it has been agreed. There are three such terms included in the model written statement (these are in addition to variation of rent - see earlier term).

Variation

This term says that an occupation contract can only be changed in the ways allowed by the contract or as a result of a change in the law.

Variation of terms other than rent

This term says that a fundamental, supplementary or additional term of the contract may be changed by agreement between the landlord and contract-holder but says there are limitations on the fundamental terms that can be changed. These are set out in the term called Limitation on variation

Limitation on variation

This term lists the fundamental terms that cannot be changed by agreement between the landlord and the contract-holder (that is, those marked with (F) in the model written statement).

This term also limits the changes that can be made to fundamental terms. It says that if a change to a fundamental term results in it becoming 'incompatible' with a term that cannot be changed (for example, changing the term would cancel out a term that is not allowed to be changed), the change has no effect. Also, to have any effect, a change to a fundamental term must either benefit the

contract-holder or result in the fundamental term being 'incorporated in an unmodified state' (that is, returned to exactly what the 2016 Act says).

Written statements and the provision of information by landlord

The terms relating to these matters deal with the documents and information that landlords have to give to contract-holders as well as what happens when certain information is not provided.

There are five terms relating to this matter included in the model written statement.

Written statements

This term says that a landlord has to provide a written statement of the occupation contract to the contract-holder within 14 days of the occupation date. If a different person becomes the contract-holder, they must be provided with a copy of the written statement within 14 days of the date on which that happens or if later, within 14 days of the landlord becoming aware that the contract-holder has changed. In both cases, the written statement must be provided free of charge.

A contract-holder may also request a further written statement at any time. However, a landlord may charge a reasonable fee for providing an additional written statement. If a request is made, the landlord has to provide the written statement within 14 days of either the request or the date on which any fee is paid.

Written statement of variation

This term says that within 14 days of a change being made to a contract, the landlord has to give the contract-holder either a written statement of a term or terms which have been changed or a new written statement of the whole contract. The only exception is if the change relates to rent or other consideration (variation of rent, variation of other consideration). Where a written statement is provided under this term, it has to be provided free of charge.

Provision of information by landlord about the landlord

This term requires that the contract-holder is provided with:

- an address to which they should send on any documents that are intended for the landlord
- notice of new address for the landlord
- notice of a change of landlord (and an address for that landlord)

In each case, the information has to be provided within 14 days either of the occupation date or the change happening.

Compensation for breach of term relating to provision of information by landlord about the landlord

This term says that if the landlord does not give the contract-holder the information set out above in the timescale required, they are liable to pay the contract-holder compensation. The term sets out further information in relation to what compensation is payable.

Inventory

This term says that the landlord must provide the contract-holder with an inventory that lists and describes the condition all the fixtures and fittings as at the occupation date. The inventory must be provided no later than the date by which the written statement must be provided.

If the contract-holder disagrees with the inventory, they may provide comments to the landlord within 14 days. The landlord must then either:

- amend the inventory to respond to the comments and send a new copy; or
- inform the contract-holder that their comments are not agreed and resend the original; or
- amend the inventory to respond to those comments which are agreed and provide a updated copy but also set out those comments that are not agreed.

Other matters

There are three other terms set out in the model written statement under the heading 'other matters'.

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

This term means that if a contract-holder knowingly or recklessly (rashly or without regard to its truth) says something false in order to get the landlord to give them an occupation contract, they will be considered to have breached of the contract and the landlord can make a possession claim on that basis.

Forms of notices etc.

This term says that any document or notice that has to be given under the contract, has to be in writing (although it can be given electronically, if that is agreed).

Passing notices etc. to the landlord

This term requires the contract-holder to keep safe anything delivered to their home but addressed to the landlord and to pass on those things to the landlord as soon as reasonably practicable.

[2] Very occasionally, the key matters might say that the contract-holder has to provide to the landlord 'other consideration' instead of, or as well as, rent. 'Other consideration' could include, for example, doing something equivalent to paying rent, such as providing a service to, or undertaking work for, the landlord.

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