## MODELWRITTENST DARDOCCUPATION TH

# S

### AFIXEDTERMSTAN ORATERMOFLESS RS

[Note: This model written state for a term of less than seven ye

- (a) do not incorporate a land break clause) of the Rer
- (a) do not incorporate a con (contract-holder's break
- (b) are not within Schedule terminated by giving not with end of term)) to the

This model written statement is a (Model Written Statements of Conare those set out in the Act and rechanged at all; others may be omin some cases, only where the po-

Landlords or agents can use the dixed term standard occupation coinclusion of additional terms, may requirements.

Where a landlord or agent is unce independent advice should be sou

rm standard contracts made

der section 194 (landlord's ct 2016 ("the Act"),

use under section 189

d contracts which can be landlord's notice in connection

Schedule 3 to the Renting Homes is 2022. The terms included in it a Act. Some terms may not be contract-holder's agreement(but ler is improved).

as the basis for creating a new nodifications to the terms, or the individual circumstances and

on or inclusion of any term,

FREE.PROP.SOC.03 - Model Writter term of less than seven years - Crowr

n Standard Occupation Contract for a

#### FIXEDTERMSTA EXPLA

Thisisyourwrittenstatementofthemes(Wales)Act2016("theAct").7 holder",andthe"landlord".

Yourlandlordmustgiveyouawritt ondate" (thedayonwhichyouwere enstatement (including electronic nelectronic form) within 14 days of date that the written statement provided, the landlord may be liable amaximum of two months' rent (ur othe court to increase this amount

Thewrittenstatementmustcontal nthatthelandlordisrequiredtogive those of the landlord (that is, the this under the occupation contract). Ye are content with the mand then sign notatement should be kepts af east

Thetermsofyourcontractconsist

#### keymatters-

thatis, the address of the dwelling, ion 1) and the rental period (i.e. the property), the fact that this is a fixed ract-holder is not entitled to occupy

#### fundamentalterms-

theseareprovisionsoftheActthat act.Somecannotbechangedand

- "Other consideration" could include for exa undertaking work for the landlord.
- 2 Under section 33 of the Act, editorial changes that term in any way.

# S

#### IONCONTRACT-ATION

uhavemadeundertheRentingHo ou,asthe"contract-

ge,within14daysofthe"occupati udidnotreceiveacopyofthiswritt receivethewrittenstatementina achdayafter the occupation

on,equivalenttoaday'srent,upto tionalinwhichcaseyoucanapplyt

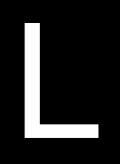
ctandtheexplanatoryinformatio purrightsandresponsibilitiesand flordmustdoorarepermittedtodo oensureyoufullyunderstandand rmthatyouarecontent. Thewritte inthefuture.

amountofrent(orotherconsiderat therentispayable(e.g.weeklyor eareperiodsduringwhichthecont etailsofthoseperiods.

edastermsofanoccupationcontr ntheAct<sup>2</sup>.However,otherscanb

o paying rent, such as providing a service to or

rm providing they do not change the substance of



eleftoutorchanged,butonlyifyou ntract-holder.

#### supplementaryterms-

theseareprovisions, setouting matically included asterms of a no rdagreetoit, these can be left out or ary terms cannot be omitted or mothafundamental term.

Whereafundamentalorsupplemiedinthiswrittenstatement.

Thetermsofyourcontractmayals

#### additionalterms-

theseareprovisionsagreedbyyo edtheydonotconflictwithakeyma

Undersection62oftheConsumer plementaryterm, which is unfair (v

Anincorrectorincompletewritten nsation.

Whereanychangestothiscontrad provideyouwithawrittencopyofth ct,within14daysofthechangebei

Yourcontractisafixedtermstanda periodoftimeagreedbetweenyou ithoutacourtorder,unlessyouaba rlandlordmustdemonstratethattl ofthefollowingissatisfied—

- (a) youhavebrokenoneormo engaginginantisocialbehaviourandothei elling)anditisreasonablet
- (b) youareseriouslyinarrears months'rentisunpaid),or
- (c) yourlandlordneedstomovection160(estatemanagemmodationisavailable(ornabletoevictyou.

If you remain in occupation of the landlord are to be treated a relation to the dwelling.

dothatanditbenefitsyouastheco

shMinisters, which are also auto ever, providing you and the landlo ityou or the landlord. Supplement nake those terms in compatible wit

putorchanged,thismustbeidentif

cancoveranyothermatter,provid prasupplementaryterm.

lionalterm,oranychangetoasup Act),isnotbindingonyou.

landlordisliabletopayyoucompe

tofthiscontract,thelandlordmust ewwrittenstatementofthiscontra

sthatitinitiallylastsforaspecified neansthatyoucannotbeevictedw reacourtmakessuchanorderyou vebeenfollowedandatleastone

hichincludesanyarrearsofrent,

failingtotakepropercareofthedw

entalperiodisamonth,atleasttwo

temanagementgroundsunders applies, suitablealternativeacco eordertakeseffect), and it is reaso

d of the fixed term, you and eriodic standard contract in

Youhaveimportantrightsastohov heconsentofyourlandlord.Some ceedtothiscontractifyoudie.

Youmustnotallowthedwellingtok hanthemaximumnumberallower rminingthemaximumnumberofp

Youcanbeheldresponsibleforthe Anti-

socialbehaviourandotherprohib dphysicalassault.ltmayalsoinclu ual,psychological,emotionalorfi

Ifyouhaveaproblemwithyourhon anberesolvedquicklybyraisingth mentwithyourlandlord,youmaywymruorShelterCymru)orindeperultimatelybesettledthroughtheco

Ifyouhaveanyquestionsaboutthi nt'swebsitealongwithrelevantinf theresolutionofdisputes.Alterna tizensAdviceCymruorShelterCy g,althoughsomeoftheserequiret hedwellingmayhavearighttosuc

permittingmorepeopletoliveinitt ct1985providesthebasisfordete hedwelling.

vholivesinandvisitsthedwelling.

excessivenoise, verbalabusean udingphysical, emotionalandsex

ctyourlandlord.Manyproblemsc fyouareunabletoreachanagree gency(suchasCitizensAdviceC outesregardingyourcontractmay

eanswerontheWelshGovernme ation on ntactanadviceagency(suchasCi

ntactanadviceagency(suchasC aladvisors.



## S

#### **FIXEDTERMSTANDARD**

Unlessitisotherwisebroughttoan cupythedwellingforthetermsetor

Thekeymatters and information

Thiscontracti	sbetwe	een:	
and:			
Itrelatesto:			

Theinitialrentis£\_\_\_\_perweel

Thefirstpaymentistobemadeon\_

Andfurtherpaymentsaretobema

This fixed term standard contra

#### 3 If you remain in occupation of the dwelling a periodic standard contract in relation to the d

#### NTRACT-KEYMATTERS

ardcontractgivesyouarighttooc

diandiordaresetoutbelow.

(landlord)(s)
(contract-holder)(s)
(thedwelling)
(deleteasapplicable)

landlord are to be treated as having made a new

ration' could include for example, doing something e landlord.

Where other consideration is due, the details equivalent to paying rent, such as providing a

	tledtooccupythed	theperiodfrom	
to	(deleteti	cable)	
V.	ot de la		
Youcancontac	etthelandlord		
bypost: _			
-			
bytelephone:_			
bye-mail: _			
Youhavepaida			
Formoreinform	nationabouttheho		
_			
Theoccupation	ndate(whenyouca	velling)is:	
_			
Pleasesignbel	owasevidenceofy	ntract	
Contract-holde	er(s)		
Name _			
Signature _			
Date _			
Name _			
Signature _			
Date _			
Landlord(s)			
Name _			
Signature _			
Date _			

S

**RentSmartWales** 

RegistrationNumber\_

LicenceNumber

(ifapplicable)

(ifapplicable)



#### FIXEDTEI FUNDAMENTA

Thefundamentalandsupplemen hisPart.Fundamentaltermsthate afterthetermsub-

heading.Fundamentaltermsthat ytermshave(**S**)added.

#### [Whereadditionaltermsareinc

[Whereanyfundamentalorsup erwisechanged]Textomittedfro hroughandanynewtextisshowni

Whereatermisreferringtothecon holder". Similarly whereatermisre holder, it usually uses "your" rather

[Wherefootnotesareincluded] avebeenincludedwherethatishe

5 Under section 33 of the Act, editorial changes that term in any way.

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#### NTRACT-NTARYTERMS

mstandardcontractaresetoutint ntractorchanged<sup>5</sup>have**(F)**added

have(F+)added.Supplementar

nave(**A**)added.

eenleftoutofthecontractoroth lementarytermhasbeen<del>struckt</del>

es"you"insteadof"thecontractongingtothecontract-

rtofthetermsofthiscontract, buth

rm providing they do not change the substance of

n Standard Occupation Contract for a

#### **Contents**

Rent and other charges	
Deposit	
Prohibited conduct	
Control of the dwelling	
Care of the dwelling – contract-ho	
Care of the dwelling – landlord's o	
Making changes to the dwelling or	
Security and safety of the dwelling	
Creating a sub-tenancy or sub-lice	
Provisions about joint contract-hol	
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Termination by the landlord: grour	
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#### **TERMS**

#### Rentandothercharges

#### Receiptofrentorotherconside

Within14daysofarequestfromyorotherconsideration<sup>6</sup>paidorprov

#### Periodswhenthedwellingisun

 Youarenotrequiredtopaytherer orhumanhabitation<sup>7</sup>.

#### Rightofsetoff<sup>8</sup>(F+)

 Ifthelandlordisliabletopayyoucd ityagainstrent<sup>9</sup>.

eyouwithwrittenreceiptofanyrento

h(S)

tdayduringwhchthedwellingisunfitf

87oftheAct,youmaysetoffthatliabil

- 6 "Other consideration" could include for exa undertaking work for the landlord.
- 7 When determining whether a dwelling is fit for regulations made under section 94 of the Act
- 8 This term only applies to contracts under which
- 9 The "right of set off" means that if a landlord a written statement of the contract, the contr of the Act sets out all the circumstances in wl is to be calculated.

to paying rent, such as providing a service to or

ad to the matters and circumstances set out in the

ompensation for things such as a failure to provide value of the outstanding compensation. Section 87 ompensation and way in which that compensation

#### **Deposit**

#### Formofsecurity(F+)

4. Thelandlordmaynotrequiresect

a) manaya

- a) money,or
- b) aguarantee.

#### Requirementtouseadeposits

- (1)
   Ifyoupayadepositunderthiscontituderthiscontituderthiscordance
  - (2) Beforetheendoftheperio thelandlordmust
    - a) complywiththeinitialre
    - b) giveyou(andanypersormation.
  - (3) Therequiredinformationi ersinregulationsinaccordan
    - a) theauthoriseddeposit

sit)tobegiveninanyformotherthan

rsadepositonyourbehalf),thedepos

nedayonwhichthedepositispaid,

riseddepositscheme,and sitonyourbehalf)therequiredinfo

ybespecifiedbytheWelshMinist ct,relatingto—

10 Information about authorised deposit schem website.

nation" can be found on the Welsh Government's



 c) theoperationofChapte udingtheyourrights(au behalf)inrelationtothe

## mentsofthescheme,and positsandDepositSchemes),included who has paid the deposit on your first the state of th

#### **Prohibitedconduct**

#### Anti-socialbehaviourandothe

 (1) Youmustnotengageorthreatent toapersonwitharight(ofwhateve

- a) toliveinthedwellingsul
- b) toliveinadwellingoroth hiscontract.
- (2) Youmustnotengageorthrea ncetoapersonengagedinlawfu
  - a) inthedwellingsubjectt
  - b) inthelocalityofthatdwe
- (3) Youmustnotengageorthrea
  - a) capableofcausingnuis
    - (i) thelandlord, or

(F)

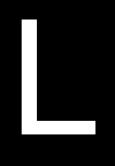
leofcausingnuisanceorannoyance

elocalityofthedwellingsubjecttot

pableofcausingnuisanceorannoya

P

Behaviour which potentially breaches these t Prohibited conduct may also include domestic excessive noise, verbal abuse and physical assault. ychological, emotional or financial abuse).



- (ii) aperson(wheth theexerciseofth
- b) thatisdirectlyorind
- (4) Youmaynotuseorthreatento parts<sup>12</sup>andanyotherpartofabuil
- (5) Youmustnot, by any actor om
  - a) allow,inciteorencoura mentionedinparagrap
  - b) allow,inciteorencoura rm.

#### Controlofthedwelling

#### Useofthedwellingbythecontra

7. Youmustnotcarryonorpermitan

#### Permittedoccupierswhoarend

8. Youmaypermitpersonswhoare

- 12 The common parts of a dwelling are a) any p dwelling) which the contract-holder is entitled
- 13 Section 244(3) and (4) of the Act provide that occupies the dwelling falls within paragraph 6 live in a dwelling as a lodger if he or she is occupation contract.



andlord)actinginconnectionwith nagementfunctions,and

landlord'shousingmanagemen

thiscontract,includinganycommon ng,forcriminalpurposes.

ginorvisitingthedwellingtoactas

entionedinparagraph(4)ofthiste

vellingwithoutthelandlord'sconsent

rs(S)

s<sup>14</sup>toliveinthedwellingasahome.

ng and b) any other premises (including any other se in common with others.

er if the tenancy or licence under which he or she ation shared with landlord). But a person does not chedule 2 that his or her tenancy or licence is an

#### Righttooccupywithoutinterfe

- (F+)

9. (1) Thelandlordmaynot, by anya

hyourrighttooccupythedwelling.

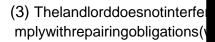
(2) Thelandlorddoesnotinterfel thelandlord'srightsunderthisco

nedwellingbyreasonablyexercising

P

14 Section 59(3) of the Act provides that a "sub-

der the sub-occupation contract.





nedwellingbecauseofafailuretoco n100(2)oftheAct<sup>15</sup>).

- (4) Thelandlordistobetreatedas
  - a) actsonbehalfofthelan
  - b) hasaninterestinthedw interfereswithyourrightby

Landlord'srighttoenterthedw

rrightifapersonwho—

uperiortothelandlord'sinterest,

- 10. (1) Thelandlordmayenterthedw
  - a) inspectingits condition
  - b) carryingoutworksorre n terms15and16ofthis
  - (2) Thelandlordmustgiveatleas
  - (3) Paragraph(4)ofthistermapp
    - a) thedwellingformspart
    - b) inordertocomplywitht ocarryoutworksorrepa

neforthepurposeof—

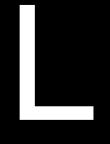
omplywiththeobligationssetouti

breexercisingthatright.

rms15and16thelandlordneedst uilding.

15 Section 100(2) of the Act states that "Repa maintain, renew, construct or replace any perpressed, and include a landlord's obligation 16 of this contract.

to repair (or keep or deliver up in repair), or to o any dwelling fit for human habitation however 91 and 92 of the Act are reflected in terms 15 and



(4) Thelandlordisnotliableforfa dlorddoesnothavesufficientrig ksorrepairs, and was unable too

#### ationsunderterms15and16ifthelan buildingtobeabletocarryoutthewor ngareasonableefforttodoso.

#### Landlord'srighttoenterthedw

#### sandfittings(S)

11. (1)

Incircumstanceswhereyouhave ancewithterm14(2)and(3),thela poseofcarryingoutrepairstothet ngthem.

thatareyourresponsibilityinaccord ngatanyreasonabletimeforthepur temslistedintheinventory,orreplaci

(2) Butthelandlordmustgiveyou

foreenteringthedwelling.

#### Landlord'srighttoenterthedw

12. (1)

Intheeventofanemergencywhid ce, you must give the landlordimn

dingtoenterthedwellingwithoutnoti

- (2) Ifyoudonotprovideaccessin mission.
- (3) Ifthelandlordentersthedwel ustuseallreasonableendeavou sonablypracticableafterentry.

yenterthedwellingwithoutyourper

- (4) Forthepurposesofparagrap
  - a) somethingwhichrequi cinityfrombeingsever
  - b) somethingwhichifnoto ntriskthehealthandsa ersonsinthevicinityoft

agraph(2)ofthisterm,thelandlordm eenteredthedwellingassoonasrea

ncyincludes—

htthedwellingordwellingsinthevi hagedordestroyed,and

mmediately, would put a timmine occupierofthedwellingorotherp

#### Careofthedwelling-contr

#### Dutytotakecareofthedwelling

- Youarenotliableforfairwearand must—
  - a) takepropercareofthed mslistedintheinventor
  - b) notremoveanyfixtures lingwithouttheconsen
  - c) keepthedwellinginast
  - d) notkeepanythinginthe ermittedoccupier<sup>16</sup>,ar evicinityofthedwelling

#### Dutytonotifylandlordofdefect

14. (1)

Youmustnotifythelandlordasso epairwhichyoureasonablybelie

(2) Whereyoureasonablybelievingsoritemslistedintheinventor eperiodoftime, carryoutrepairs replacethem.

nsibilities

resandfittingswithinthedwellingbut

ngswithinthedwellingandanyite

stedintheinventoryfromthedwel

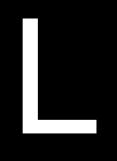
tiveorder,and

nealthandsafetyrisktoyou,anyp ellingoranypersonsresidinginth

leofanyfault,defect,damageordisr ibility.

nageordisrepairtothefixturesandfitt nsibility,youmust,withinareasonabl protheritemslistedintheinventory,or

16 Section 244(5) of the Act provides that a per she lives in the dwelling as a lodger or sub permitted by the contract-holder to live in the lling subject to an occupation contract if (a) he or b) he or she is not a lodger or sub-holder but is



(3) Thecircumstancesinwhich damageordisrepairhasoccurre ackofcare <sup>17</sup> byyou, any permitte

## S

pliesincludewherethefault,defect, ofanactoromissionamountingtoal sitingthedwelling.

#### Careofthedwelling-landle

#### Landlord'sobligation:fitnessf

15. (1) Thelandlordmustensuretha

- a) ontheoccupationdate
- b) forthedurationofthisco
- (2) Thereferencetothedwelling yofabuilding, the structure ande

#### Landlord'sobligationtokeepa

- 16. (1) Thelandlordmust—
  - a) keepinrepairthestruct dexternalpipes),and
  - b) keepinrepairandprop
  - (2) Ifthedwellingformspartonly

+

habitation<sup>18</sup>—

includes,ifthedwellingformspartonlecommonparts.

elling(includingdrains,guttersan

ceinstallationsinthedwelling.

ust—

- 17 Section 96(3) of the Act defines "lack of care" of a building, of the common parts that you a
- When determining whether a dwelling is fit for regulations made under section 94 of the Act,

the dwelling, or (b )if the dwelling forms part only on contract.

ad to the matters and circumstances set out in the vernment's website.

- a) keepinrepairthestruct ains, guttersandexterr
- b) keepinrepairandprop ectlyservesthedwellir
  - (i) formspartofany rest, or
  - (ii) isownedbythela
- (3) Thestandardofrepairrequire ehavingregardtotheageandch slikelytobeavailableforoccupa
- (4) Inthiscontract, "serviceinsta icity, forsanitation, forspacehea

#### Furtherlandlordobligationsin

17. (1)

Thelandlordmustmakegoodan plywiththelandlord'sobligations

(2) Thelandlordmaynotimpose elandlord'sobligations underte

#### Limitsonlandlordobligationsi

18. (1)

Term15(1)doesnotimposeanyl annotmakefitforhumanhabitatio

- (2) Thelandlord'sobligationsur
  - a) tokeepinrepairanythir
  - b) torebuildorreinstateth gebyarelevantcause.



nerpartofthebuilding(includingdr dlordhasanestateorinterest,and

einstallationwhichdirectlyorindir

hthelandlordhasanestateorinte

dlord'scontrol.

ofthistermisthatwhichisreasonabl theperiodduringwhichthedwellingi

onforthesupplyofwater,gasorelectr

16(F+)

andrepairscarriedoutinordertocom

eventofyouenforcingorrelyingonth

d16:General(F+)

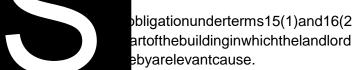
pectofadwellingwhichthelandlordc

onotrequirethelandlord—

oremovefromthedwelling,or

inthecaseofdestructionordama





(4) Relevantcausesforthepurp rotherinevitableaccident.

d(3)ofthistermarefire,storm,floodo

(5) Term16(2)doesnotrequiret uretokeepinproperworkingord

sorrepairsunlessthedisrepairorfail

a) thedwelling,or

lerthiscontract.

b) thecommonpartsthat

d16:contract-

## Limitsonlandlordobligationsi holder'sfault(F+)

dwellingisunfitforhumanhabitation ctoromissionamountingtolackofca

19. (1)

re)byyouorapermittedoccupier

Term15(1)doesnotimposeanyli whollyormainlybecauseofanac

worksorrepairsifthedisrepair,orthef ormainlyattributabletolackofcareb

- (2) Thelandlordisnotobligedby ailureofaserviceinstallationtob yyouorapermittedoccupierofth
- (3) "Lackofcare" meansafailure
  - a) ofthedwelling,or
  - b) ifthedwellingformspal touseunderthiscontra

commonpartsthatyouareentitled

#### Limitsonlandlordobligationsi

d16:notice(F+)

20. (1)

Thelandlord'sobligationsunder ndlord(orinthecaseofjointlandlo ecessary.

m16(1)and(2)donotariseuntilthela nesawarethatworksorrepairsaren (2) Thelandlordcomplieswithth helandlordcarriesouttheneces ichthelandlordbecomesaware

(1)(b)andunderterm16(1)and(2)ift areasonabletimeafterthedayonwh

(3) If—

- a) thelandlord(the"oldlar oanotherperson(the"r
- b) theoldlandlord(orwhe yoneofthem)isawarek ssaryinordertocomply

thenewlandlordistobetrearsonthedateofthetransfer

andlord'sinterestinthedwellingt

intlyconstitutetheoldlandlord,an sferthatworksorrepairsarenece or (2),

oftheneedforthoseworksorrepai

#### Rightsofpermittedoccupiers(

21. (1)

Apermittedoccupier<sup>19</sup>whosuffe esultofthelandlordfailingtocompownrightbybringingproceeding

(2) Butapermittedoccupierwho holder<sup>21</sup>maydosoonlyifthelodg occupation<sup>22</sup>contractismade,ir

brdamagetopersonalproperty,asarnforcetheterminquestioninhisorhersordamage.

elling,orthesubact.

- 19 Section 244(5) of the Act provides that a or she lives in the dwelling as a lodger of permitted by the contract-holder to live
- 20 Section 244(3) and (4) of the Act provides she occupies the dwelling falls within particles and licence is an occupation contract.

dwelling subject to an occupation contract if (a) he or (b) he or she is not a lodger or sub-holder but is

lodger if the tenancy or licence under which he or ccommodation shared with landlord). But a person agraph 3 of Schedule 2 that his or her tenancy or

## dwe

#### Makingchangestothedwe

#### Changestothedwelling(S)

22. (1) Youmustnotmakeanyaltera

- (2) thepurposesofparagraph(1
  - a) anyadditiontooraltera
  - b) theerectionofanaerial
  - c) theerection,removalo resinthedwelling,and
  - d) thecarryingoutofexter

#### Changestotheprovisionofutili

- 23. (1) Youmaychangeanyofthesu
  - a) electricity,gas,orothe
  - b) telephone,internet,ca
  - (2) Youmustinformthelandlord nttoparagraph(1)ofthisterm.
- 21 Section 59(3) of the Act provides that a
- 22 Section 59(2) of the Act provides that a contract-holder under an occupation co

heconsentofthelandlord.

ludes-

ngsinthedwelling,

heds,garagesoranyotherstructu

lling.

ewerage)services;

elevisionservices.

ticableofanychangesmadepursua

der under the sub-occupation contract.

pation contract (a) made with a landlord who is the part of the dwelling to which that contract relates.





- a) leavethedwelling, atth otherfuel(ifapplicable ieswerenotpresentatt
- b) installorremove, or arr stallationsatthedwelli
- (4) Forthepurposesofparagrap stallationforthesupplyofwater, eheatingorforheatingwater.

outasupplierofelectricity,gasor rage)services,unlesstheseutilit ationdate:

emoved,anyspecifiedservicein

edserviceinstallations"meansanin l(ifapplicable)forsanitation,forspac

#### Securityandsafetyofthed

#### Securityofthedwelling-unocd

24. Ifyoubecomeawarethatthedwe ys,youmustnotifythelandlordas

#### Securityofthedwelling-locks(

- 25. (1) Youmusttakereasonableste
  - (2) Youmaychangeanylockont hchangesprovidenolesssecuri
  - (3) Ifanychangemadeunderpal sthedwellingoranypartofthedw ableofanychangeandmakeava

#### Creatingasub-tenancyors licence,transferringthecd

Permissibleformsofdealing(F

#### older'sresponsibilities

cupiedfor28ormoreconsecutiveda able.

secure.

softhedwellingprovidedthatanysuc

ltsinanewkeybeingneededtoacces ndlordassoonasreasonablypractic ingcopyofthenewkey.

amortgage



#### 26. (1) Youmaynotdealwiththiscon

- a) inawaypermittedbyth
- b) inaccordancewithafai
- (2) Ajointcontractholdermaynotdealwithhisorhe hedwellingoranypartofthedwe
  - a) inawaypermittedbyth
  - b) inaccordancewithafai
- (3) Ifyoudoanythinginbreachof holderdoesanythinginbreacho
  - a) thetransactionisnotbi
  - b) youorthejointcontract holderareinbreachoft elandlord).
- (4) "Dealing"includes
  - a) creatingatenancy,orc ng;
  - b) transferring;
  - c) mortgagingorotherwis

rtofthedwellingexcept—

ection251oftheAct)<sup>23</sup>.

erthiscontract(orwiththiscontract,t

rajointcontract-

4

ransactionnotbeingbindingonth

onferstherighttooccupythedwelli

P

23 Section 251 of the Act sets out the me types of orders to resolve what happens the purposes of this term. Courts may make many



#### Permittinglodgers(S)

27. Youmustnotallowpersonstolive

#### Provisionsaboutjointcon

#### Addingajointcontract-holder(

28. (1) You,asthecontractholderunderthiscontract,andar ersonajointcontract-holderunde

(2) Ifapersonismadeajointcont holderunderthisterm, heorshek of acontract-holderunderthisco holder.

#### Jointcontract-holderceasingt

- (1) Ifajointcontractholderunderthiscontractdies,or etimeheorsheceasestobeapart
  - a) fullyentitledtoalltherig
  - b) liabletoperformfullyev

24 For the purposes of this term, section 2 or licence under which he or she occu shared with landlord). But a person do Schedule 2 that his or her tenancy or lice

25 When considering a request that a pers unreasonably refuse consent, or (b) to having regard to Schedule 6 to the Act. S

withoutthelandlord'sconsent.

A

consentofthelandlord<sup>25</sup>,makethatp

ghtsandsubjecttoalltheobligations nheorshebecomesajointcontract-

#### --survivorship(F)

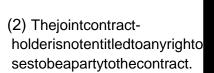
ontractforsomeotherreason,fromth ct-holdersare—

٦d

elandlordunderthiscontract.

person lives in a dwelling as a lodger if the tenancy raph 6 of Schedule 2 to the Act (accommodation if he or she is given notice under paragraph 3 of

ınder section 84 of the Act, a 'landlord may not (a) ditions'. What is reasonable is to be determined



spectoftheperiodafterheorshecea

(3) Nothinginparagraph(1)or(2 ntract-holderaccruingbeforehe

ghtorwaivesanyliabilityofthejointco othecontract.

(4) Thistermdoesnotapplywhe holderceasestobeapartytothis actaretransferredinaccordanc

rightsandobligationsunderthecontr

#### Terminationofcontract-g

#### Permissibleterminationetc.(F

30. (1) Thiscontractmaybeendedo

- a) thefundamentalterms setoutinPart9oftheAc Part9whicharesetouti
- b) anyenactmentsuchas nsmadebytheWelshN
- (2) Nothinginthistermaffects
  - a) anyrightofthelandlord
  - b) theoperationofthelaw

orporatefundamentalprovisions nthiscontractinaccordancewith 6andterm54<sup>26</sup>,or

oranActofParliamentorregulatio

cindthecontract,or

26 The fundamental terms of this contract included in this contract in accordance

visions set out in Part 9 of the Act or other terms to 46 and term 54.



## Terminationbyagreement(F+)

- S
- 31. (1) Ifthelandlordandyouagreete
  - a) whenyougiveupposse elandlord,or
  - b) ifyoudonotgiveuppose ediatelybeforetheocc
  - (2) Anoccupationcontractisasu
    - a) itismadeinrespectofth (orsubstantiallythesa
    - b) youwerealsothecontr

#### Repudiatorybreachbylandlor

32. Ifthelandlordcommitsarepudiat ngbecauseofthatbreach,thisco

#### Deathofasolecontract-holder

- 33. (1) Ifyouaresolecontract-holde
  - a) onemonthafteryourde
  - b) ifearlier, when the land

ractends—

ccordancewhatyouagreewithth

occupationcontractismade,imm tuteoccupationcontract.

alcontract, and

inalcontract.

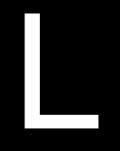
lyougiveuppossessionofthedwelli ppossessionofthedwelling.

deathbytheauthorisedpersons.

27 The law of frustration would operate w to comply with it.

A repudiatory breach would a breach termination by you,for example due to there is a dispute, whether a breach is re side due to a circumstance rendering it impossible

at is sufficiently serious to justify its immediate e landlord. Ultimately, the court would decide, if



- (2) Theauthorisedpersonsare
  - a) yourpersonalreprese
  - b) thepermittedoccupier
- (3) Thecontractdoesnotendiful orepersonsarequalifiedtosucc
- (4) Thecontractdoesnotendif,a hecontracttobetransferredtoar
- (5) If, afteryour death, the family edtosucceedyou,thecontracte
  - a) whentheorderceases
  - b) iflater, at the time the co

#### Contract-holders'obligations

- 34. Whenyouvacatethedwellingatt
  - a) removefromthedwelli
    - (i) toyou,or
    - (ii) toanypermitted welling,

indover(ifany)actingtogether.

alifiedtosucceed)oftheActoneorm

rtyorder<sup>29</sup>haseffectwhichrequirest

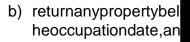
veeffectandthereisnopersonqualifi

eparagraph(1)ofthisterm.

edtoremaininoccupationofthed

ts may make many types of orders to resolve what

Section 251 of the Act sets out the mea happens to the family home after divord



 returntothelandlordal duringthetermoftheco remaininoccupationo

#### nepositionthatpropertywasinont

sstothedwelling, whichwere held ittedoccupier who is not entitled to

#### Repaymentofrentorothercons

35. Thelandlordmustrepay, withina paidrentorother consideration wactends.



ofthiscontract,toyouanyprellingafterthedateonwhichthiscontr

#### **Terminationbycontract-h**

#### Earlyterminationbycontract-h

36. (1) Youmayendthiscontractata

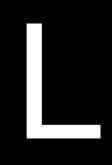
- a) thelandlordgivingyou
- b) theoccupationdate.
- (2) Toendthiscontractunderpal ngthatyouareendingthiscontra
- (3) Ongivingthenoticetotheland
  - a) ceasetohaveanyliabil

contractunderterm49(1),or

mustgiveanoticetothelandlordstati

d

30 See term 55 regarding the giving of a no



b) becomeentitledtother landlordinaccordance

## orotherconsiderationgiventothe

#### **Terminationofthecontractwith**

s(F+)

 Iftherearejointcontractholdersunderthiscontract, thisc act-holdersacting without the oth

theactofoneormoreofthejointcontrointcontrointcontract-holders.

#### **Termination by the land lor**

#### nsandpossessionnotices

#### Possessionclaims(F)

sessionofthedwellingfromyou("ap ers3and7ofPart9oftheActwhichare

Thelandlordmaymakeaclaimto ossessionclaim")onlyinthecircu setoutinterms40to45and54.

#### Possessionnotices (F+)

39. (1) Thistermappliesinrelationto act-holderunderanyofthefollow

- a) term41(inrelationtoab
- b) term43(inrelationtoes
- c) term45(inrelationtose

alandlordisrequiredtogivetoacontrossessionclaim—

ntract-holder);

ds);

- (2) Thenoticemust(inadditionto
  - a) statethelandlord'sinte
  - b) giveparticularsoftheg
  - c) statethedateafterwhid

hichtheclaimwillbemade) onclaim, ssion,and

akeapossessionclaim.

#### **Termination by the land lor**

#### Breachofcontract(F+)

40. (1) Ifyoubreachthiscontract, the

#### ngapossessionclaim

dmakeapossessionclaim.

eanorderforpossessiononthatgro (2) Section209oftheActprovide undunlessitconsidersitreasona enessistobedeterminedinaccorda ncewithSchedule10totheAct). Restrictionsonmakingaposse oabreachofcontract(F+) Beforemakingapossessionclair helandlordmustgiveyouapossessi onnoticespecifyingthatground. (2) Thelandlordmaymakeapos abreachofterm6(antisocialbehaviourandotherprohi edayonwhichthelandlordgivesyou apossessionnoticespecifyinga (3) Thelandlordmaynotmakear eonabreachofanyothertermofthisc ontractbeforetheendoftheperio thedayonwhichthelandlordgivesy ouapossessionnoticespecifyin aimaftertheendoftheperiodofsixm (4) Ineithercase, the landlordma onthsstartingwiththedayonwhi epossessionnotice. Estatemanagementgrounds(F theestatemanagementgrounds. Thelandlordmaymakeaposses (2) Theestatemanagementgro rt1ofSchedule8totheAct)areinclud edintheAnnextothiscontract. (3) Section210oftheActprovide eanorderforpossessiononanestat emanagementgroundunlessa) itconsidersitreasonab lenessistobedeterminedinacco

41. (1)

42. (1)

rdancewithSchedule1

 itissatisfiedthatsuitab rminedinaccordancev abletoyouwhentheore lation(whatissuitableistobedete t)isavailabletoyou(orwillbeavail

(4) Ifthecourtmakesanorderfor round),thelandlordmustpaytoy yyouinmovingfromthedwelling

anagementground(andonnootherg nableexpenseslikelytobeincurredb

(5) Paragraph(4)ofthistermdoe AorB(theredevelopmentgroun

sanorderforpossessiononGround entgrounds(andonnootherground)

42(estatemanagementgroun

nentground,thelandlordmustgivey

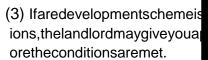
## Restrictionsonmakingaposse ds)(F+)

43. (1) Beforemakingapossession ouapossessionnoticespecifying

- (2) Thelandlordmaynotmaketh
  - a) beforetheendofthepe givesyouthepossessi
  - b) aftertheendoftheperid

withthedayonwhichthelandlord

iththatday.





chedule8totheAct<sup>31</sup>subjecttocondit ngestatemanagementGroundBbef

(4) Thelandlordmaynotgiveyou accommodationnotrequiredby

- a) beforetheendofthepe (orinthecaseofjointlar tract-holder'sdeath,or
- b) aftertheendoftheperid

(5) Thelandlordmaynotgiveyou departingjointcontractholder)aftertheendoftheperiod holder'srightsandobligationsul

yingestatemanagementGroundG(

withthedayonwhichthelandlord becameawareofthepreviouscon

ngwiththatday.

fyingestatemanagementGroundH(

hedayonwhichthejointcontract-

#### Seriousrentarrears(F+)

44. (1) Ifyouareseriouslyinarrearswith im.

(2) Youareseriouslyinarrearsw

- a) wheretherentalperiod ntisunpaid;

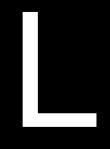
nthatgroundmakeapossessioncla

b) wheretherentalperiod

urweeks,ifatleasteightweeks're

nonths'rentisunpaid;

31 Part 2 of Schedule 8 to the Act provides Ground B of the estate management gro ers of redevelopment schemes for the purposes of ntract).



- c) wheretherentalperiod onthsinarrears;
- d) wheretherentalperiod narrears.
- (3) Section216oftheActprovide ourConventionrights)<sup>32</sup>makea
  - a) wereseriouslyinarrea epossessionnotice,ar
  - b) areseriouslyinarrears ssionclaim.

#### Restrictionsonmakingaposse

- 45. (1) Beforemakingapossession ssionnoticespecifyingthatgrour
  - (2) Thelandlordmaynotmaketh
    - a) beforetheendofthepe esyouthepossessionr
    - b) aftertheendoftheperid



quarter'srentismorethanthreem

therentismorethanthreemonthsi

cttoanyavailabledefencebasedony edwellingifitissatisfiedthatyou—

onwhichthelandlordgaveyouth

nwhichthecourthearstheposse

44(seriousrentarrears)(F+)

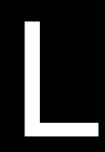
4,thelandlordmustgiveyouaposse

ththedayonwhichthelandlordgiv iththatday.

P

an Rights, which were incorporated into domestic

"Convention rights" are rights held und law by the Human Right Act 1998 (c. 42)



#### Court's Orderforpossessi

#### Effectoforderforpossession(F

- (1) Ifthecourtmakesanorderred dintheorder, this contractends
  - a) ifyougiveuppossession
  - b) ifyougiveuppossessionisexecuted,ont
  - c) ifyoudonotgiveuppose ecuted, when the order
  - (2) Paragraph(3)ofthistermapp
    - a) itisaconditionoftheord esamedwellingtooned
    - b) thatjointcontract-hold holders)continuestoo ewcontract.
  - (3) Thiscontractendsimmediat

#### **Variation**

#### Variation(F-except47(1)(a)wh

- 47. (1) Thiscontractmaynotbevarie
  - a) byagreementbetweer
  - b) byorasaresultofanena mentorregulationsma
  - (2) Avariationofthiscontract(oth withterm48.

#### Limitationonvariation(F)

sionofthedwellingonadatespecifie

orethatdate,onthatdate,

tdatebutbeforetheorderforposs uppossessionofthedwelling,or

eforetheorderforpossessionisex ed.

offeranewcontractinrespectofth ders(butnotallofthem),and

daftertheoccupationdateofthen

ateofthenewcontract.

SeneddCymruoranActofParlia

enactment)mustbeinaccordance

#### 48. (1)

Thefundamentaltermsofthiscorptbyorasaresultofanenactment tionsmadebytheWelshMinister

2)ofthisterm,maynotbevaried(exceymruoranActofParliamentorregular

- (2) Thefundamentaltermstowh
  - a) term5(requirementto)
  - b) term6(anti-socialbeha
  - c) term29(jointcontract-
  - d) term30(permissiblete
  - e) term33(deathofsolect
  - f) term38(possessional
  - g) term47(1)(b)and(2),
  - h) thisterm, and
  - i) term54(falsestatemer landlordtomakecontra
- (3) Avariationofanyotherfunda nActofSeneddCymruoranActo effect
  - a) unlessasaresultofthe
    - (i) thefundamenta thoutmodification

mappliesare—

edconduct),

tytotheoccupationcontract),

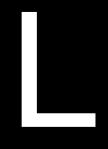
nofconduct).

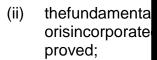
rasaresultofanenactmentsuchasa madebytheWelshMinisters)isofno

mincorporatesisincorporatedwi

33 Sections 18 and 19 of the Act explain th occupation contract (with or without m

isions of the Act which, when incorporated into an tal terms".





- b) ifthevariation(regardle drenderthefundamen agraph(2)ofthisterm.
- (4) Avariationofatermofthiscon tiblewithafundamentalterm(un erminawaythatwouldavoidthei
- (5) Paragraph(4)ofthistermdoe

#### Writtenstatementsandthe

#### Writtenstatements(F+)

49. (1)

Thelandlordmustgiveyouawritt sstartingwiththeoccupationdate

- (2) Ifthereisachangeintheident holderunderthiscontract, thelai holderawrittenstatementofthis
  - a) thedayonwhichtheide
  - b) iflater,thedayonwhich m)becomesawaretha
- (3) Thelandlordmaynotcharge fthisterm.
- (4) Youmayrequestafurtherwri
- (5) Thelandlordmaychargeare



incorporatesisnotincorporated fectofthisisthatyourpositionisim

aragraph(3)(a)ofthisterm)woul nafundamentaltermsetoutinpar

renderatermofthiscontractincompa isalsovariedinaccordancewiththist

debyorasaresultofanenactment.

#### ation

tbeforetheendoftheperiodof14day

ntract-

eperiodof14daysstartingwith—

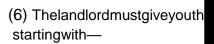
erchanges,or

eofjointlandlords,anyoneofthe ct-holderhaschanged.

tatementunderparagraph(1)or(2)o

ctatanytime.

furtherwrittenstatement.



- a) thedayoftherequest,d
- b) ifthelandlordchargesa

#### Writtenstatementofvariation(

- 50. (1) Ifthiscontractisvariedthelan
  - a) awrittenstatementofth
  - b) awrittenstatementofth
  - (2) Therelevantperiodistheperi
  - (3) Thelandlordmaynotcharge erm.

#### Provisionofinformationbylan

- 51. (1) Thelandlordmust, before the eyounotice of an address to which
  - (2) Ifthereisachangeintheident iodof14daysstartingwiththeday eofthechangeinidentityandofarthenewlandlord.
  - (3) Iftheaddresstowhichyouma elandlordmust, beforetheendo hanges, giveyounotice of thene

#### Compensationforbreachofter

(1) Ifthelandlordfailstocomplyw mpensationundersection87ofth



beforetheendoftheperiodof14days

ipaythefee.

A

ftherelevantperiod,giveyou—

nedayonwhichthiscontractisvaried.

tatementunderparagraph(1)ofthist

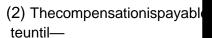
d(F+)

startingwiththeoccupationdate,giv thatareintendedforthelandlord.

Indlordmust, before the end of the per becomes the landlord, give you notic send documents that are intended fo

ntendedforthelandlordchanges,th gwiththedayonwhichtheaddressc

51,thelandlordisliabletopayyouco



- a) thedayonwhichthelan
- b) ifearlier,thelastdayoft
- (3) Interestonthecompensation edayreferredtoinparagraph(2)
- (4) Theintereststartstorunonth ngundersection6oftheLatePay ay.
- (5) Therelevantdateisthefirstdateisthenotice.

#### Inventory(S)

- 53. (1) Thelandlordmustprovideyo bywhichthelandlordmustprovid hterm49.
  - (2) Theinventorymustsetoutthe escribetheirconditionasattheo
  - (3) Ifyoudisagreewiththeinform dlord.
  - (4) Wherenocomments are receivable.
  - (5) Wherecommentsarereceiv
    - a) amendtheinventoryin nventorytoyou,or



ateandeverydayaftertherelevantda

uestion,or

tartingwiththerelevantdate.

Istogiveyouthenoticeonorbeforeth

bh(2)(b)ofthistermattherateprevaili s(Interest)Act1998attheendofthatd

ndofwhichthelandlordwasrequiredt

ntothedwellingnolaterthanthedate nentofthiscontractinaccordancewit

dingallfixturesandfittingsandmustd

oumayprovidecommentstothelan

4days,theinventoryisdeemedacc

lays,thelandlordmusteither—

bmmentsandsendtheamendedi

- b) informyouthatthecom sendtheoriginalinvent ntory,or
- c) amendtheinventoryin ndedinventorytoyou,t agreed.

## dreentsattachedtoacopyoftheinve

fthecommentsandsendtheame lecommentswhichhavenotbeen

#### **Othermatters**

## Falsestatementinducinglandl (F)

54. (1) Ifthelandlordisinducedtoma

- a) youaretobetreatedas
- b) thelandlordmayaccor eachofcontract).
- (2) Arelevantfalsestatementisc
  - a) you,or
  - b) anotherpersonacting

#### betreatedasbreachofconduct

arelevantfalsestatement—

tract,and

nclaimonthegroundinterm40(br

nglyorrecklesslyby-

#### Formsofnoticesetc.(F+)

55. (1)

Anynotice, statementor other do ation contract must be inwriting.



sedtobegivenormadebythisoccup

(2) Sections236<sup>34</sup>and237ofthe ments, and about how to deliver oaperson by or because of that A

aboutformofnoticesandotherdocu ntrequiredorauthorisedtobegivent

#### Passingnoticesetc.tothelandl

#### 56. Youmust-

- a) keepsafeanynotices, sedtothelandlordsped
- b) assoonasisreasonab chnotices,ordersoroth

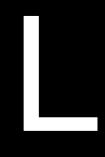
A

tsdeliveredtothedwellingaddres rally,and

ndlordtheoriginalcopiesofanysu llord.

34 Section 236 of the Act provides for the V of a notice or document has been presc

of the notice or other document. Where the form Velsh Government's website.



#### **ANNEX**

Seeterm42

#### **ESTATEMANAGEMENTGROUNI**

REDEVELOPMENT GROUNDS

Ground A (building works)

- The landlord intends, dwelling
  - (a) to demolish comprising the d
  - (b) to carry out dwelling,

and cannot reasonably d

*Ground B (redevelopment schemes)* 

- 2 (1) This ground arises condition.
  - (2) The first condition redevelopment scheme the landlord intends wit the dwelling in accordar
  - (3) The second conditi landlord intends within that part in accordance v possession of the dwelling

e of obtaining possession of the

ng or part of the building

on land treated as part of the

bssession of the dwelling.

the first condition or the second

an area which is the subject of a with Part 2 of this Schedule, and obtaining possession to dispose of

velling is in such an area and the otaining possession to dispose of that purpose reasonably requires

35 This Annex replicates the provisions in Part 1 standard occupation contract.

nendments as appropriate in relation to a periodic

#### SPECIAL ACCOMMODATION GRO

Ground C (charities)

- 3 (1) The landlord is a cha dwelling would conflict
  - (2) But this ground is contract was made and a (whether L or another pe
  - (3) In this paragraph " (c. 25) (see section 1 of the

Ground D (dwelling suitable for disal

- 4 The dwelling has feature dwellings and which a physically disabled pers dwelling and
  - (a) there is no l
  - (b) the landlord (whether alone o

Ground E (housing associations and l

- 5 (1) The landlord is a horavailableonly for occup difficult to house, and
  - (a) either there housing authorit dwelling under a
  - (b) the landlore (whether alone o
  - (2) A person is difficult t circumstances) make it e for housing.

Ground F (groups of dwellings for pe

- 6 The dwelling constitutes landlord to make availal
  - (a) a social serv group of dwellin

der's continued occupation of the arity.

llord ("L") unless, at the time the person in the position of landlord

eaning as in the Charities Act 2011

different from those of ordinary

it suitable for occupation by a odation of a kind provided by the

g in the dwelling, and

r occupation by such a person erson's family).

ult to house)

sing trust which makes dwellings with others) by people who are

on living in the dwelling or a local t-holder a right to occupy another

for occupation by such a person erson's family).

ircumstances (other than financial n or her to satisfy his or her need

ings which it is the practice of the sons with special needs and —

rovided in close proximity to the ons with those special needs,



- (b) there is no l dwelling, and
- (c) the landlord those special nee

#### there is no less special needs living in the

r occupation by a person who has n members of his or her family).

#### UNDER-OCCUPATION GROUNDS

*Ground G (reserve successors)* 

7 The contract-holder suc reservesuccessor (see sec dwelling is more extensi

*Ground H (joint contract-holders)* 

- 8 (1) This ground arises if
  - (2) The first condition is the contract have been en
    - (a) section 111,
    - (b) section 225,
  - (3) The second condition
    - (a) the accomm is reasonably re holders), or
    - (b) where the la holder does not landlord's criteria

#### OTHER ESTATE MANAGEMENT R

Ground I (other estate management r

- 9 (1) This ground arises managementreason that
  - (2) An estate manageme
    - (a) all or part of
    - (b) any other connected, wheth are used, or in an

n contract under section 73 as a a accommodation comprised in the uired by the contract-holder.

e second condition are met.

der's rights and obligations under

or

e dwelling is more extensive than ng contract-holder (or contract-

landlord, the remaining contracttract-holders do not) meet the using accommodation.

or some other substantial estate in possession of the dwelling.

lar, relate to 🗕

ord to which the dwelling is y or the purposes for which they