

MODEL WRITTEN STATEMENT OF COMPLIANCE FIXED TERM STANDARD OCCUPATION CONTRACT THAT DOES NOT INCLUDE ANY OF THE FOLLOWING TERMS

FIXED TERM STANDARD OCCUPATION CONTRACT THAT DOES NOT INCLUDE ANY OF THE FOLLOWING TERMS

[Note: This model written statement of compliance is for a term of less than seven years]

term standard contracts made

(a) do not incorporate a landlord's break clause) of the Renting Homes Act 2016 ("the Act"),

under section 194 (landlord's break clause) of the Act,

(a) do not incorporate a contract-holder's break clause under section 189

clause under section 189

(b) are not within Schedule 3 to the Renting Homes Act 2022, which can be terminated by giving notice (with end of term)) to the

and contracts which can be terminated by giving notice (with end of term)) to the landlord's notice in connection

This model written statement is a statement of compliance with the terms of the Act (Model Written Statements of Compliance) and the terms of the Act are those set out in the Act and regulations. Some terms may not be changed at all; others may be omitted or modified (but only where the position is improved).

Schedule 3 to the Renting Homes Act 2022. The terms included in it are those set out in the Act. Some terms may not be changed at all; others may be omitted or modified (but only where the position is improved).

Landlords or agents can use the model written statement of compliance as the basis for creating a new fixed term standard occupation contract, or for making modifications to the terms, or the inclusion of additional terms, may be made to reflect individual circumstances and requirements.

as the basis for creating a new fixed term standard occupation contract, or for making modifications to the terms, or the inclusion of additional terms, may be made to reflect individual circumstances and requirements.

Where a landlord or agent is uncertain about the inclusion or exclusion of any term, independent advice should be sought.

on or inclusion of any term,

**FIXED TERM STATEMENT –
EXPLANATION**

This is your written statement of the terms of the tenancy made under the Renting Homes (Wales) Act 2016 (“the Act”). The statement is made by you, the “contract-holder”, and the “landlord”.

Your landlord must give you a written statement (“the statement”) on the “occupation date” (the day on which you were first given possession of the dwelling) or, if you did not receive a copy of this written statement, on the day you first received the written statement in a written form (including electronic form) within 14 days of the occupation date. If the statement is not provided, the landlord may be liable to pay you a maximum of two months’ rent (unless the court orders an increase in this amount).

The written statement must contain information that the landlord is required to give you under the Act, including those of the landlord (that is, the things that the landlord must do under the occupation contract). You must be satisfied with the statement and then sign it. The statement should be kept safe as evidence of the terms of the contract.

The terms of your contract consist of the written statement and the explanatory information that the landlord must provide to you.

key matters –

these are the matters that are most important to you and the landlord, including the address of the dwelling, the amount of rent, the period for which the rent is payable (i.e. the period of the tenancy), the fact that this is a fixed term tenancy, and the fact that the contract-holder is not entitled to occupy the dwelling for more than the period of the tenancy.

fundamental terms –

these are provisions of the Act that cannot be changed and which are fundamental to the tenancy. Some cannot be changed and others can be changed only in certain circumstances.

1 “Other consideration” could include for example the contract-holder providing services or undertaking work for the landlord.

2 Under section 33 of the Act, editorial changes to the written statement are permitted provided they do not change the substance of that term in any way.

**FIXED TERM STATEMENT –
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The written statement must contain information that the landlord is required to give you under the Act, including those of the landlord (that is, the things that the landlord must do under the occupation contract). You must be satisfied with the statement and then sign it. The statement should be kept safe as evidence of the terms of the contract.

The terms of your contract consist of the written statement and the explanatory information that the landlord must provide to you. The written statement must also contain information about the landlord’s rights and responsibilities and the things that the landlord must do under the occupation contract. You must be satisfied with the statement and then sign it. The statement should be kept safe as evidence of the terms of the contract.

The amount of rent (or other consideration) that you must pay to the landlord, the period for which the rent is payable (e.g. weekly or monthly), the fact that this is a fixed term tenancy, and the fact that the contract-holder is not entitled to occupy the dwelling for more than the period of the tenancy.

These are provisions of the Act that cannot be changed and which are fundamental to the tenancy. Some cannot be changed and others can be changed only in certain circumstances.

1 “Other consideration” could include for example the contract-holder providing services or undertaking work for the landlord.

2 Under section 33 of the Act, editorial changes to the written statement are permitted provided they do not change the substance of that term in any way.

left out or changed, but only if you are the contract-holder.

supplementary terms—

these are provisions, set out in regulations, which are automatically included as terms of an agreement. If a landlord agrees to it, these can be left out or changed. Supplementary terms cannot be omitted or modified if they are a fundamental term.

Where a fundamental or supplementary term is left out or changed, this must be identified in this written statement.

The terms of your contract may also include supplementary terms.

additional terms—

these are provisions agreed by you and the landlord, provided they do not conflict with a key term.

Under section 62 of the Consumer Rights Act 2015, a supplementary term, which is unfair (see the Consumer Rights Act 2015), is not binding on you.

An incorrect or incomplete written statement may result in compensation.

Where any change to this contract is made, the landlord must provide you with a written copy of the contract, within 14 days of the change being made.

Your contract is a fixed term standard contract if it is for a period of time agreed between you and the landlord without a court order, unless you agree that the landlord must demonstrate that at least one of the following is satisfied—

- (a) you have broken one or more of the following rules: engaging in anti-social behaviour and other unlawful acts (including illegal dealing) and it is reasonable to expect the landlord to evict you;
- (b) you are seriously in arrears with your rent (e.g. three months' rent is unpaid), or
- (c) your landlord needs to move you because of a change of use of the property or because of a change of use of the property or because of a change of use of the property.

If you remain in occupation of the property after the end of the fixed term, you and the landlord are to be treated as having entered into a periodic standard contract in relation to the dwelling.

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do that and it benefits you as the contract-holder.

which are also automatically included as terms of an agreement. If a landlord agrees to it, these can be left out or changed. Supplementary terms cannot be omitted or modified if they are a fundamental term.

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- (a) you have broken one or more of the following rules: engaging in anti-social behaviour and other unlawful acts (including illegal dealing) and it is reasonable to expect the landlord to evict you;
- (b) you are seriously in arrears with your rent (e.g. three months' rent is unpaid), or
- (c) your landlord needs to move you because of a change of use of the property or because of a change of use of the property or because of a change of use of the property.

If you remain in occupation of the property after the end of the fixed term, you and the landlord are to be treated as having entered into a periodic standard contract in relation to the dwelling.

You have important rights as to how you use the dwelling, although some of these require the consent of your landlord. Some of these rights may have a right to sue to enforce this contract if you die.

You must not allow the dwelling to be used for anything other than the maximum number allowed by the contract. Determining the maximum number of people who can live in the dwelling.

You can be held responsible for the actions of anyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited acts, including physical, emotional and sexual, psychological, emotional or financial abuse.

If you have a problem with your landlord, it can be resolved quickly by raising the problem with your landlord, you may wish to contact a local authority (such as Citizens Advice Cymru or Shelter Cymru) or independent dispute resolution service. Ultimately be settled through the courts.

If you have any questions about this, you can find the relevant information on the tenant's website along with relevant information on the resolution of disputes. Alternatively, you can contact a local advice agency (such as Citizens Advice Cymru or Shelter Cymru) for advice.

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g, although some of these require the consent of your landlord. Some of these rights may have a right to sue to enforce this contract if you die.

permitting more people to live in it than the contract allows. The Housing Act 1985 provides the basis for determining the maximum number of people who can live in the dwelling.

whom lives in and visits the dwelling.

excessive noise, verbal abuse and other prohibited acts, including physical, emotional and sexual, psychological, emotional or financial abuse.

contact your landlord. Many problems can be resolved quickly by raising the problem with your landlord, you may wish to contact a local authority (such as Citizens Advice Cymru or Shelter Cymru) or independent dispute resolution service. Ultimately be settled through the courts.

can answer on the Welsh Government website along with relevant information on the resolution of disputes. Alternatively, you can contact a local advice agency (such as Citizens Advice Cymru or Shelter Cymru) for advice.

FIXED TERM STANDARD CONTRACT

Unless it is otherwise brought to your attention, this standard contract gives you a right to occupy the dwelling for the term set out below.

The key matters and information that you and your landlord are set out below.

This contract is between:

and:

It relates to:

The initial rent is £_____ per week
4

The first payment is to be made on _____

And further payments are to be made on _____

This fixed term standard contract is made on _____

3 If you remain in occupation of the dwelling at the end of the fixed term, you and your landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

4 Where other consideration is due, the details of the 'other consideration' could include for example, doing something for the landlord.

CONTRACT – KEY MATTERS

This standard contract gives you a right to occupy the dwelling for the term set out below.

The key matters and information that you and your landlord are set out below.

_____ (landlord)(s)

_____ (contract-holder)(s)

_____ (the dwelling)

_____ (delete as applicable)

You are not entitled to occupy the dwelling for the period from _____
to _____ (delete if not applicable)

You can contact the landlord

by post: _____

by telephone: _____

by e-mail: _____

You have paid a deposit of £ _____

For more information about the housing contract, please contact the landlord at _____

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

Please sign below as evidence of your agreement to the contract

Contract-holder(s)

Name _____

Signature _____

Date _____

Name _____

Signature _____

Date _____

Landlord(s)

Name _____

Signature _____

Date _____

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RentSmartWales

RegistrationNumber

(ifapplicable)

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LicenceNumber

(ifapplicable)

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FIXED TERM FUNDAMENTAL

The fundamental and supplemental terms of this Part. Fundamental terms that are added after the terms sub-heading. Fundamental terms that are added to the terms have **(S)** added.

[Where additional terms are included]

[Where any fundamental or supplemental terms have been changed] Text omitted from the original contract through and any new text is shown in

Where a term is referring to the contract holder. Similarly where a term is referring to the contract holder, it usually uses "your" rather than "the contract holder's".

[Where footnotes are included] Footnotes have been included where that is the case.

⁵ Under section 33 of the Act, editorial changes to the contract that do not change the substance of that term in any way.

CONTRACT- SUPPLEMENTARY TERMS

A standard contract is set out in this Part. A contract that has been changed⁵ have **(F)** added.

Supplemental terms have **(F+)** added. Supplemental terms have **(A)** added.

Supplemental terms have **(A)** added.

[Where any fundamental or supplemental terms have been changed] Text omitted from the original contract through and any new text is shown in

Where a term is referring to the contract holder. Similarly where a term is referring to the contract holder, it usually uses "your" rather than "the contract holder's".

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TERMS

Rent and other charges

Receipt of rent or other consideration

1. Within 14 days of a request from you, the landlord must give you with written receipt of any rent or other consideration⁶ paid or provided to them.

Periods when the dwelling is unfit for human habitation (S)

2. You are not required to pay the rent for any day during which the dwelling is unfit for human habitation⁷.

Right of set off⁸ (F+)

3. If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent⁹.

6 “Other consideration” could include for example, the landlord providing a service to or undertaking work for the landlord.

7 When determining whether a dwelling is fit for human habitation, you should refer to the regulations made under section 94 of the Act and the guidance on the government’s website.

8 This term only applies to contracts under which you are required to pay rent.

9 The “right of set off” means that if a landlord is liable to pay you compensation for things such as a failure to provide a written statement of the contract, the contract is voidable and the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which you may set off that compensation and way in which that compensation is to be calculated.

Deposit

Form of security(F+)

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

Requirement to use authorised deposit scheme

5. (1) If you pay a deposit under this contract (or a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme¹⁰.
- (2) Before the end of the period of 14 days beginning on the day on which the deposit is paid, the landlord must —
- a) comply with the initial requirements of the authorised deposit scheme, and
 - b) give you (and any person on your behalf) the required information.
- (3) The required information means the information specified by the Welsh Ministers in regulations in accordance with the Act, relating to —
- a) the authorised deposit scheme.

¹⁰ Information about authorised deposit schemes and “authorised deposit schemes” can be found on the Welsh Government’s website.

- b) the landlord's compliance with the requirements of the scheme, and
- c) the operation of Chapter 10 (Tenants' Deposits and Deposit Schemes), including the tenant's rights (and the landlord's duties) in relation to the deposit, where the tenant has paid the deposit on your behalf.

Prohibited conduct

Anti-social behaviour and other prohibited conduct (F)

6. (1) You must not engage or threaten any person capable of causing nuisance or annoyance to a person with a right (of whatever kind) in or over land.

- a) to live in the dwelling subject to the tenancy;
- b) to live in a dwelling or other premises in the locality of the dwelling subject to this contract.

- (2) You must not engage or threaten any person capable of causing nuisance or annoyance to a person engaged in lawful use of land.

- a) in the dwelling subject to the tenancy;
- b) in the locality of that dwelling.

- (3) You must not engage or threaten any person.

- a) capable of causing nuisance or annoyance to:
 - (i) the landlord, or

11 Behaviour which potentially breaches these tenancy conditions includes (but is not limited to) excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic violence (which includes psychological, emotional or financial abuse).

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- (ii) a person (whether or not a landlord) acting in connection with the exercise of those management functions, and
- b) that is directly or indirectly in the landlord's housing management functions.

(4) You may not use or threaten to use force to enforce this contract, including any common parts¹² and any other part of a building, for criminal purposes.

- (5) You must not, by any act or omission, allow, incite or encourage any person to use or threaten to use force to enforce this contract, including any common parts¹² and any other part of a building, for criminal purposes.
- a) allow, incite or encourage any person to use or threaten to use force to enforce this contract, including any common parts¹² and any other part of a building, for criminal purposes.
- b) allow, incite or encourage any person to use or threaten to use force to enforce this contract, including any common parts¹² and any other part of a building, for criminal purposes.

Control of the dwelling

Use of the dwelling by the contract-holder

7. You must not carry on or permit any other use of the dwelling without the landlord's consent.

Permitted occupiers who are not contract-holders (S)

8. You may permit persons who are not contract-holders¹⁴ to live in the dwelling as a home.

12 The common parts of a dwelling are a) any part of the dwelling which the contract-holder is entitled to use in common with others and b) any other premises (including any other part of the dwelling) which the contract-holder is entitled to use in common with others.

13 Section 244(3) and (4) of the Act provide that a person is not a contract-holder if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of schedule 2 (that is, a licence to occupy a dwelling as a lodger if he or she is not a contract-holder). But a person does not cease to be a contract-holder if he or she is a contract-holder under paragraph 2 of schedule 2 that his or her tenancy or licence is an occupation contract.

Right to occupy without interference (F+)

9. (1) The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.

(2) The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.

14 Section 59(3) of the Act provides that a "sub-tenant" is a person who occupies the dwelling under the sub-occupation contract.

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n100(2)oftheAct¹⁵).

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b) hasaninterestinthedw
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superiortothelandlord'sinterest,
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Landlord's right to enter the dwelling

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- a) inspecting its condition
- b) carrying out works or repairs in terms 15 and 16 of this

comply with the obligations set out in

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preexercising that right.

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rooms 15 and 16 the landlord needs to build.

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

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

(4) The landlord is not liable for failure if the landlord does not have sufficient trig- gers for repairs, and was unable to do so.

ations under terms 15 and 16 if the lan- ding building to be able to carry out the wor- k is a reasonable effort to do so.

Landlord's right to enter the dwelling to carry out repairs and fittings(S)

11. (1)

In circumstances where you have agreed with term 14(2) and (3), the land- lord's right to enter the dwelling for the purpose of carrying out repairs to the dwelling or to replace them.

st that are your responsibility in accord- ance with term 14(2) and (3), the land- lord's right to enter the dwelling for the purpose of carrying out repairs to the dwelling or to replace them listed in the inventory, or replace

(2) But the landlord must give you notice in writing before entering the dwelling.

fore entering the dwelling.

Landlord's right to enter the dwelling in an emergency(S)

12. (1)

In the event of an emergency which requires the landlord to enter the dwelling in an emergency, you must give the landlord im-

ding to enter the dwelling without noti- fication.

(2) If you do not provide access in an emergency, the landlord may enter the dwelling without your per-

ay enter the dwelling without your per-

(3) If the landlord enters the dwelling in an emergency, the landlord must use all reasonable endeavours to ensure that the entry is as reasonably practicable after entry.

agraph (2) of this term, the landlord must use all reasonable endeavours to ensure that the entry is as reasonably practicable after entry.

(4) For the purposes of paragraph (3), an emergency includes—

ncy includes—

a) something which requires the landlord to enter the dwelling in an emergency, the landlord must use all reasonable endeavours to ensure that the entry is as reasonably practicable after entry.

nt the dwelling or dwellings in the vi- cinity from being severely damaged or destroyed, and

b) something which if not remedied immediately, would put at im- mediate risk the health and safety of any person in the vicinity of the dwelling or other persons in the vicinity of the dwelling.

mmediately, would put at im- mediate risk the health and safety of any person in the vicinity of the dwelling or other persons in the vicinity of the dwelling.

Care of the dwelling—contractor's responsibilities

Duty to take care of the dwelling

13. You are not liable for fair wear and tear of the dwelling but must—
- a) take proper care of the contents of the dwelling and any items listed in the inventory;
 - b) not remove any fixtures or fittings listed in the inventory from the dwelling without the consent of the landlord;
 - c) keep the dwelling in a state of good repair, in a tidy and attractive order, and
 - d) not keep anything in the dwelling that poses a health and safety risk to you, any permitted occupier¹⁶, or any other person residing in the vicinity of the dwelling.

Duty to notify landlord of defects

14. (1) You must notify the landlord as soon as you become aware of any fault, defect, damage or disrepair which you reasonably believe needs to be repaired.
- (2) Where you reasonably believe that there is a fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory, you must, within a reasonable period of time, carry out repairs to the fault, defect, damage or disrepair or other items listed in the inventory, or replace them.

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

(3) The circumstances in which the damage or disrepair has occurred, and the lack of care¹⁷ by you, any permitted

applies include where the fault, defect, or omission amounts to a breach of a tenancy or a contract for letting the dwelling.

Care of the dwelling – landlord

Landlord's obligation: fitness for habitation¹⁸ (section 15)

15. (1) The landlord must ensure that the dwelling is fit for habitation¹⁸—

- a) on the occupation date;
- b) for the duration of this contract.

(2) The reference to the dwelling, in relation to a building, the structure and exterior of the building, the common parts of the building, and the

includes, if the dwelling forms part only of a building, the structure and exterior of the building, the common parts of the building, and the

Landlord's obligation to keep parts in repair (section 16)

16. (1) The landlord must—

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

the dwelling (including drains, gutters and external pipes), and the proper working order any installations in the dwelling.

(2) If the dwelling forms part only of a building, the landlord must—

the dwelling, or (b) if the dwelling forms part only of a building, the landlord must—

17 Section 96(3) of the Act defines “lack of care” as a failure to take such care of a building, of the common parts that you are responsible for, as a reasonable person would take.

the dwelling, or (b) if the dwelling forms part only of a building, the landlord must—

18 When determining whether a dwelling is fit for habitation, you must have regard to the matters and circumstances set out in the regulations made under section 94 of the Act, and to any relevant guidance issued by the government.

the dwelling, or (b) if the dwelling forms part only of a building, the landlord must—

- a) keep in repair the structure and exterior walls, drains, gutters and external fixtures of the building (including drains) if the landlord has an estate or interest, and
- b) keep in repair and properly install any service installation which directly or indirectly serves the dwelling if
 - (i) it forms part of any structure or fixture of the building which the landlord has an estate or interest in, or
 - (ii) it is owned by the landlord and is under the landlord's control.

(3) The standard of repair required by this term is that which is reasonable having regard to the age and character of the building and the period during which the dwelling is likely to be available for occupation.

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

Further landlord obligations in relation to repairs **Section 16(F+)**

17. (1) The landlord must make good any damage to the dwelling and repairs carried out in order to comply with the landlord's obligations under this section.

(2) The landlord may not impose any condition which prevents or restricts you from enforcing or relying on the landlord's obligations under this section.

Limit on landlord obligations in relation to repairs **Section 16: General (F+)**

18. (1) Term 15(1) does not impose any obligation on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation.

(2) The landlord's obligations under this section do not require the landlord—

- a) to keep in repair anything which is not a fixture or fitting, or to remove from the dwelling, or
- b) to rebuild or reinstate the dwelling in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, the landlord does not require the landlord to repair or replace the part of the building in which the landlord has an estate or interest, in the case of a relevant cause.

obligation under terms 15(1) and 16(2) of this contract in relation to the part of the building in which the landlord has an estate or interest, in the case of a relevant cause.

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

and (3) of this term are fire, storm, flood or other inevitable accident.

(5) Term 16(2) does not require the landlord to keep in proper working order or to repair or replace—

the works or repairs unless the disrepair or failure is caused by a relevant cause—

a) the dwelling, or

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

under this contract.

Limit on landlord obligations in case of landlord's fault (F+)

Limit on landlord obligations in case of landlord's fault (F+)

19. (1)

Term 15(1) does not impose any liability on the landlord (or in the case of joint landlords, any of the landlords) if the dwelling is unfit for human habitation wholly or mainly because of a failure or omission by you or a permitted occupier of the dwelling.

Term 15(1) does not impose any liability on the landlord (or in the case of joint landlords, any of the landlords) if the dwelling is unfit for human habitation wholly or mainly because of a failure or omission by you or a permitted occupier of the dwelling.

(2) The landlord is not obliged by term 15(1) to carry out any works or repairs if the disrepair, or the failure or omission, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

The landlord is not obliged by term 15(1) to carry out any works or repairs if the disrepair, or the failure or omission, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure or omission by you or a permitted occupier of the dwelling.

a) of the dwelling, or

b) if the dwelling forms part only of a building, the part of the building in which the landlord has an estate or interest, in the case of a relevant cause.

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

Limit on landlord obligations in case of landlord's fault (F+)

Limit on landlord obligations in case of landlord's fault (F+)

20. (1)

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

Term 16(1) and (2) do not arise until the landlord (or in the case of joint landlords, any of the landlords) is aware that works or repairs are necessary.

(2) The landlord complies with the obligation if the landlord carries out the necessary works or repairs as soon as possible after the day on which the landlord becomes aware of the need for those works or repairs.

(1)(b) and under term 16(1) and (2) if it is a reasonable time after the day on which the landlord becomes aware of the need for those works or repairs.

(3) If—

- a) the landlord (the “old landlord”) or another person (the “transferor”) is the landlord at the time when the dwelling is transferred to the new landlord, and
- b) the old landlord (or where the dwelling is transferred jointly to two or more persons, any one of them) is aware of the need for those works or repairs as soon as possible after the day on which he or she becomes aware of the need for those works or repairs,

the landlord’s interest in the dwelling is transferred to the new landlord, and

the new landlord is not the old landlord, and the new landlord is not a person who has acquired the dwelling by transfer that works or repairs are necessary in order to comply with term 16(1) or (2),

then the new landlord is to be treated as if he or she were the landlord on the date of the transfer of the dwelling to the new landlord.

of the need for those works or repairs.

Rights of permitted occupiers (Part 2)

21. (1)

A permitted occupier¹⁹ who suffers loss or damage to personal property, as a result of the landlord failing to comply with his or her obligation to repair, may enforce his or her own right by bringing proceedings for damages.

landlord damage to personal property, as a result of the landlord failing to comply with his or her obligation to repair, may enforce the term in question in his or her own right.

(2) But a permitted occupier who is not a tenant or a sub-tenant may do so only if the lodger occupation²² contract is made, in writing, between the landlord and the occupier.

selling, or the sub-occupation contract.

19 Section 244(5) of the Act provides that a person is a permitted occupier if he or she lives in the dwelling as a lodger or as a sub-tenant, or is permitted by the contract-holder to live in the dwelling as a lodger or as a sub-tenant.

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

20 Section 244(3) and (4) of the Act provide that a person is a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 3 of Schedule 2 and he or she does not live in a dwelling as a lodger or as a sub-tenant. A licence is an occupation contract.

21 A person is a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

Making changes to the dwelling

Changes to the dwelling (S)

22. (1) You must not make any alteration to the dwelling without the consent of the landlord.

(2) the purposes of paragraph (1) includes—

- a) any addition to or alteration of the dwelling, including any alterations to the interior of the dwelling,
- b) the erection of a new aerial or chimney, or the removal of any chimney, shed, garage or any other structure from the dwelling, and
- c) the carrying out of external works to the dwelling.

Changes to the provision of utilities

23. (1) You may change any of the following services—

- a) electricity, gas, or other energy services;
- b) telephone, internet, cable television, or other telecommunications services.

(2) You must inform the landlord of any change made pursuant to paragraph (1) of this term.

21 Section 59(3) of the Act provides that a contract-holder under the sub-occupation contract.

22 Section 59(2) of the Act provides that a contract-holder under an occupation contract (a) made with a landlord who is the part of the dwelling to which that contract relates.

(3) Unless the landlord consents

a) leave the dwelling, at the end of the tenancy, to the supplier of electricity, gas or other fuel (if applicable) for the installation of any service installation date;

b) install or remove, or arrange to be installed or removed, any specified service in the dwelling or any specified service installations at the dwelling.

(4) For the purposes of paragraph (3), "specified service installations" means an installation for the supply of water, gas or electricity, or for heating or for heating water.

Security and safety of the dwelling

Security of the dwelling – unoccupied dwellings

24. If you become aware that the dwelling has been unoccupied for 28 or more consecutive days, you must notify the landlord as soon as you become aware.

Security of the dwelling – locks

25. (1) You must take reasonable steps to ensure the dwelling is secure.

(2) You may change any lock on the dwelling provided that any such change provides no less security than the original lock.

(3) If any change made under paragraph (2) requires a new key to be made, you must provide the landlord as soon as reasonably practicable with a copy of the new key.

Creating a sub-tenancy or licence, transferring the tenancy or licence

Permissible forms of dealing (F)

out as supplier of electricity, gas or other fuel (if applicable) for the installation date;

removed, any specified service in the dwelling or any specified service installations at the dwelling.

ed service installations" means an installation for the supply of water, gas or electricity, or for heating or for heating water.

Landlord's responsibilities

occupied for 28 or more consecutive days, you must notify the landlord as soon as you become aware.

secure.

of the dwelling provided that any such change provides no less security than the original lock.

its in a new key being needed to access the dwelling, you must provide the landlord as soon as reasonably practicable with a copy of the new key.

Landlord's mortgage

26. (1) You may not deal with this contract in relation to the dwelling except—

- a) in a way permitted by the Act;
- b) in accordance with a fair dealing order made under section 251 of the Act)²³.

(2) A joint contract-holder may not deal with his or her share in the dwelling or any part of the dwelling in relation to this contract (or with this contract, together with another contract) except—

- a) in a way permitted by the Act;
- b) in accordance with a fair dealing order made under section 251 of the Act).

(3) If you do anything in breach of a joint contract-holder does anything in breach of a joint contract—

- a) the transaction is not binding on the joint contract-holder;
- b) you or the joint contract-holder are in breach of the contract (whether or not the transaction not being binding on the joint contract-holder).

(4) “Dealing” includes—

- a) creating a tenancy, or otherwise conferring the right to occupy the dwelling;
- b) transferring;
- c) mortgaging or otherwise dealing with the dwelling.

²³ Section 251 of the Act sets out the measures that may be taken to resolve what happens if a contract is not binding.

the purposes of this term. Courts may make many types of orders to resolve what happens if a contract is not binding etc.

Permitting lodgers(S)

27. You must not allow persons to live in the dwelling as lodgers without the landlord's consent.

Provisions about joint contracts

Adding a joint contract-holder(

28. (1) You, as the contract-holder under this contract, and any person a joint contract-holder under this contract, with the consent of the landlord²⁵, make thatp

(2) If a person is made a joint contract-holder under this term, he or she becomes a joint contract-holder with the same rights and subject to all the obligations of a contract-holder under this contract as he or she becomes a joint contract-holder.

Joint contract-holder ceasing to be a contract-holder—survivorship(F)

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

- a) fully entitled to all the rights and obligations of a contract-holder under this contract;
- b) liable to perform fully even if the other contract-holder under this contract.

24 For the purposes of this term, section 24(1) of the Act (which defines a 'lodger') applies as if a person lives in a dwelling as a lodger if the tenancy is a periodic tenancy (whether or not it is a regulated tenancy) and paragraph 6 of Schedule 2 to the Act (accommodation) applies as if he or she is given notice under paragraph 3 of that Schedule that his or her tenancy or licence is a licence to occupy the dwelling as a lodger.

25 When considering a request that a person be added as a joint contract-holder under section 84 of the Act, a 'landlord may not (a) unreasonably refuse consent, or (b) condition consent on any other conditions'. What is reasonable is to be determined in accordance with the provisions of the Act.

(2) The joint contract-holder is not entitled to any right to cease to be a party to the contract.

respect of the period after he or she ceases to be a party to the contract.

(3) Nothing in paragraph (1) or (2) affects any right of the joint contract-holder accruing before he or she ceases to be a party to the contract.

the joint contract-holder waives any liability of the joint contract-holder in respect of the contract.

(4) This term does not apply where the joint contract-holder ceases to be a party to this contract and the rights and obligations under the contract are transferred in accordance with section 54(2) of the Act.

the joint contract-holder's rights and obligations under the contract.

Termination of contract – general

Permissible termination etc. (Fundamental terms)

30. (1) This contract may be ended or terminated by either party if

- a) the fundamental terms of this contract are not set out in Part 9 of the Act or other terms included in this contract in accordance with section 46 and term 54²⁶, or
- b) any enactments such as the Law Commission's recommendations made by the Welsh Ministers or any other person.

the contract incorporates fundamental provisions which are set out in this contract in accordance with section 46 and term 54²⁶, or

the contract incorporates an Act of Parliament or regulation made by the Welsh Ministers or any other person.

(2) Nothing in this term affects—

- a) any right of the landlord or tenant to terminate the contract, or
- b) the operation of the law of tort, contract or property.

the contract, or

²⁶ The fundamental terms of this contract are those set out in Part 9 of the Act or other terms included in this contract in accordance with section 46 and term 54.

²⁶ The fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with section 46 and term 54.

Termination by agreement (F+)

31. (1) If the landlord and you agree to terminate the contract, the contract ends—
- a) when you give up possession of the dwelling in accordance with what you agree with the landlord, or
 - b) if you do not give up possession of the dwelling immediately before the occupation contract is made, immediately before the occupation contract is made.
- (2) An occupation contract is a sub-contract if—
- a) it is made in respect of the dwelling (or substantially the same dwelling) as the original contract, and
 - b) you were also the contractor under the original contract.

Repudiatory breach by landlord

32. If the landlord commits a repudiatory breach of the contract, and you give up possession of the dwelling because of that breach, this counts as a termination of the contract.

Death of a sole contract-holder

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

-
- 27 The law of frustration would operate with respect to a contract if it is impossible to comply with it.
- 28 A repudiatory breach would be a breach of the contract that is sufficiently serious to justify its immediate termination by you, for example due to the landlord's failure to repair. If there is a dispute, whether a breach is repudiatory is a matter for the court to decide. Ultimately, the court would decide, if

- (2) The authorised persons are—
- a) your personal representative,
 - b) the permitted occupier and over (if any) acting together.
- (3) The contract does not end if, and the contract is not qualified to succeed) of the Act one or more persons are qualified to succeed you.
- (4) The contract does not end if, and the contract is not qualified to succeed) of the Act one or more persons are qualified to succeed you.
- (5) If, after your death, the family permitted occupier is qualified to succeed you, the contract does not end if, and the contract is not qualified to succeed) of the Act one or more persons are qualified to succeed you.
- a) when the order ceases to have effect and there is no person qualified to succeed you,
 - b) if later, at the time the contract is not qualified to succeed you.

Contract-holders' obligations

34. When you vacate the dwelling at the end of the contract, you must—
- a) remove from the dwelling—
 - (i) to you, or
 - (ii) to any permitted occupier, the furniture and other contents of the dwelling, and

²⁹ Section 251 of the Act sets out the measures that may be taken to resolve what happens to the family home after divorce.

- b) return any property belonging to the landlord on the occupation date, and
- c) return to the landlord all the keys to the dwelling during the term of the contract and remain in occupation of the dwelling.

in the position that property was in on the

to the dwelling, which were held by the tenant or permitted occupier who is not entitled to

Repayment of rent or other consideration

35. The landlord must repay, within a reasonable time of this contract, to you any pre-paid rent or other consideration which has not been used.

of this contract, to you any pre-paid rent or other consideration which has not been used.

Termination by contract-holder

Early termination by contract-holder

36. (1) You may end this contract at any time by giving notice to the landlord

- a) the landlord giving you notice to end the contract under term 49(1), or
- b) the occupation date.

contract under term 49(1), or

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

must give notice to the landlord stating that you are ending this contract.

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

- a) cease to have any liability to the landlord for rent or other consideration.

and

- b) become entitled to the property by virtue of a lease or other consideration given to the landlord in accordance with the terms of the lease.

Termination of the contract with the tenant (F+)

37. If there are joint contract-holders under this contract, this section applies to the act of one or more of the joint contract-holders acting without the other joint contract-holders.

Termination by the landlord of the contract and possession notices

Possession claims (F)

38. The landlord may make a claim to the court for possession of the dwelling from you ("a possession claim") only in the circumstances set out in terms 40 to 45 and 54.

Possession notices (F+)

39. (1) This term applies in relation to a contract-holder under any of the following conditions—

- a) term 41 (in relation to a contract-holder);
- b) term 43 (in relation to a contract-holder);
- c) term 45 (in relation to a contract-holder).

- (2) The notice must (in addition to the requirements of section 87(1)(a) of the Act) state which the claim will be made)—

- a) state the landlord's intention to make a possession claim,
- b) give particulars of the grounds for the claim, and
- c) state the date after which the landlord may make a possession claim.

Termination by the landlord of the contract and possession claim

Breach of contract (F+)

40. (1) If you breach this contract, the landlord may make a possession claim.

(2) Section 209 of the Act provides that a court may grant an order for possession on that ground unless it considers it reasonable in the circumstances with Schedule 10 to the Act).

can order for possession on that ground unless it considers it reasonable in the circumstances to be determined in accordance with Schedule 10 to the Act).

Restrictions on making a possession claim

Grounds for breach of contract (F+)

41. (1)

Before making a possession claim on a ground specified in that ground.

the landlord must give you a possession notice.

(2) The landlord may make a possession claim on a ground specified in that ground if the landlord has taken reasonable steps to prevent the tenant from committing a breach of the contract.

the landlord must give you a possession notice on the day on which the landlord gives you a possession notice.

(3) The landlord may not make a possession claim on a ground specified in that ground if the landlord has taken reasonable steps to prevent the tenant from committing a breach of the contract.

the landlord must give you a possession notice on the day on which the landlord gives you a possession notice.

(4) In either case, the landlord may not make a possession claim on a ground specified in that ground if the landlord has taken reasonable steps to prevent the tenant from committing a breach of the contract.

the landlord must give you a possession notice on the day on which the landlord gives you a possession notice.

Estate management grounds (F)

42. (1)

The landlord may make a possession claim on a ground specified in that ground.

the estate management grounds.

(2) The estate management grounds specified in Part 1 of Schedule 8 to the Act are included in the Annex to this contract.

Part 1 of Schedule 8 to the Act are included in the Annex to this contract.

(3) Section 210 of the Act provides that a court may grant an order for possession on an estate management ground unless—

the court considers it reasonable in the circumstances to be determined in accordance with Schedule 10 to the Act).

a) it considers it reasonable in the circumstances to be determined in accordance with Schedule 10 to the Act).

the court considers it reasonable in the circumstances to be determined in accordance with Schedule 10 to the Act).

b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with the order) is available to you (or will be available to you when the order is made).

(4) If the court makes an order for possession on Ground A or B (the redevelopment ground), the landlord must pay to you the reasonable expenses likely to be incurred by you in moving from the dwelling.

(5) Paragraph (4) of this term does not apply to an order for possession on Ground A or B (the redevelopment ground).

Restrictions on making a possession order (F+)

43. (1) Before making a possession order on Ground A or B (the redevelopment ground), the landlord must give you a possession notice specifying the grounds on which the order is sought.

(2) The landlord may not make the order unless the notice specifies—

- a) before the end of the period of 14 days beginning with the day on which the landlord gives you the possession notice, the grounds on which the order is sought;
- b) after the end of the period of 14 days beginning with that day, the grounds on which the order is sought.

accommodation (what is suitable is to be determined in accordance with the order) is available to you (or will be available to you when the order is made).

management ground (and on no other ground), the landlord must pay to you the reasonable expenses likely to be incurred by you in moving from the dwelling.

an order for possession on Ground A or B (the redevelopment ground), the landlord must pay to you the reasonable expenses likely to be incurred by you in moving from the dwelling.

42 (estate management grounds) (F+)

Before making a possession order on Ground A or B (the redevelopment ground), the landlord must give you a possession notice specifying the grounds on which the order is sought.

the order unless the notice specifies—

with that day.

(3) If a redevelopment scheme is approved by the local authority, the landlord may give you a notice if the conditions are met.

(4) The landlord may not give you a notice if the accommodation is not required by you.

- a) before the end of the period of 14 days (or in the case of joint tenancy, the period of 14 days after the death of the tenant-holder's death, or
- b) after the end of the period of 14 days.

(5) The landlord may not give you a notice if you are a departing joint contract-holder after the end of the period of 14 days after the death of the tenant-holder's rights and obligations survive.

Serious rent arrears (F+)

44. (1) If you are seriously in arrears with your rent, the landlord may give you a notice if you are in arrears with your rent.

- (2) You are seriously in arrears with your rent if:
 - a) where the rental period is 4 weeks or less, at least one week's rent is unpaid;
 - b) where the rental period is more than 4 weeks, at least two weeks' rent is unpaid;

31 Part 2 of Schedule 8 to the Act provides for the purposes of Ground B of the estate management ground.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground B before the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground G(1) before the end of the period of 14 days (or in the case of joint tenancy, the period of 14 days after the death of the tenant-holder's death, or (2) after the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground H(1) before the end of the period of 14 days (or in the case of joint tenancy, the period of 14 days after the death of the tenant-holder's death, or (2) after the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground I(1) before the end of the period of 14 days (or in the case of joint tenancy, the period of 14 days after the death of the tenant-holder's death, or (2) after the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground J(1) before the end of the period of 14 days (or in the case of joint tenancy, the period of 14 days after the death of the tenant-holder's death, or (2) after the end of the period of 14 days.

31 Part 2 of Schedule 8 to the Act provides for the purposes of Ground B of the estate management ground.

- c) where the rental period is more than three months in arrears;
- d) where the rental period is more than three months in arrears.

quarter's rent is more than three months in arrears; or where the rent is more than three months in arrears.

(3) Section 216 of the Act provides that a tenant (other than a tenant of a dwelling) may make a claim for possession of the dwelling if it is satisfied that you—

are entitled to any available defence based on your Convention rights)³² make a claim for possession of the dwelling if it is satisfied that you—

- a) were seriously in arrears with the rent when you gave notice, and
- b) are seriously in arrears with the rent when you make a claim.

on which the landlord gave you the notice, or on which the court hears the possession claim.

Restrictions on making a possession claim

Section 44 (serious rent arrears) (F+)

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

44, the landlord must give you a possession notice specifying that ground 44 applies.

(2) The landlord may not make the claim unless you have received the possession notice.

- a) before the end of the period of 14 days beginning with the day on which the landlord gives you the possession notice;
- b) after the end of the period of 14 days beginning with that day.

with the day on which the landlord gives you the possession notice, or with that day.

³² "Convention rights" are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Rights Act 1998 (c. 42).

European Convention on Human Rights, which were incorporated into domestic law by the Human Rights Act 1998 (c. 42).

Court's Order for possession

Effect of order for possession (F)

46. (1) If the court makes an order for possession of the dwelling on a date specified in the order, this contract ends—
- a) if you give up possession of the dwelling on or before that date, on that date,
 - b) if you give up possession of the dwelling on a date after that date but before the order for possession is executed, on the date when possession of the dwelling is executed, or
 - c) if you do not give up possession of the dwelling before the order for possession is executed, when the order is executed.

(2) Paragraph (3) of this term applies if—

- a) it is a condition of the order for possession that you offer a new contract in respect of the same dwelling to one or more of the persons named in the order, and
- b) that joint contract-holders (or joint tenants) continue to occupy the dwelling after the occupation date of the new contract.

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

Variation

Variation (F—except 47(1)(a) which is replaced by 47(2))

47. (1) This contract may not be varied—
- a) by agreement between you and the other party to the contract,
 - b) by or as a result of an enactment or regulations made under an Act of Parliament or a Senedd Cymru or an Act of Parliament.
- (2) A variation of this contract (other than a variation made under an enactment) must be in accordance with term 48.

Limitation on variation (F)

48. (1)

The fundamental terms of this contract may be varied (except by or as a result of an enactment or regulations made by the Welsh Ministers)

(2) of this term, may not be varied (except by or as a result of an Act of Parliament or regulations made by the Welsh Ministers)

(2) The fundamental terms to which this term applies are—

the following terms—

- a) term 5 (requirement to comply with the terms of the contract),
- b) term 6 (anti-social behaviour),
- c) term 29 (joint contract-holding),
- d) term 30 (permissible lettings),
- e) term 33 (death of sole contractor),
- f) term 38 (possession clause),
- g) term 47(1)(b) and (2),
- h) this term, and
- i) term 54 (false statement by landlord to make contract).

the following terms—

the following terms—

(3) A variation of any other fundamental term of this contract (other than a variation made by or as a result of an enactment or regulations made by the Welsh Ministers) is of no effect—

the following terms—

- a) unless as a result of the variation—
 - (i) the fundamental terms of the contract are not modified

the following terms—

- (ii) the fundamental term is incorporated or is not incorporated into the contract. The effect of this is that your position is improved;
- b) if the variation (regarding the fundamental term) would be a fundamental term set out in paragraph (2) of this term.

(4) A variation of a term of this contract is not a variation if it is a variation of a term of this contract in compliance with a fundamental term (under paragraph (2) of this term) in a way that would avoid the term.

(5) Paragraph (4) of this term does not apply if the variation is a result of an enactment.

Written statements and the obligation

Written statements (F+)

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

(2) If there is a change in the identity of the landlord or the tenant under this contract, the landlord or tenant must give you a written statement of the terms of the contract within a period of 14 days starting with—

- a) the day on which the identity of the landlord or tenant changes, or
- b) if later, the day on which the landlord or tenant becomes aware that the identity of the landlord or tenant has changed.

(3) The landlord may not charge you for a written statement under paragraph (1) or (2) of this term.

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

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

(6) The landlord must give you the relevant statement before the end of the period of 14 days starting with—

- a) the day of the request, or
- b) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation (F+)

50. (1) If this contract is varied the landlord must, before the end of the relevant period, give you—

- a) a written statement of the variation, and
- b) a written statement of the relevant period.

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

(3) The landlord may not charge a fee for the written statement under paragraph (1) of this term.

Provision of information by landlord (F+)

51. (1) The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you are intended to move, and documents that are intended for the landlord.

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

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

Compensation for breach of term 51 (F+)

52. (1) If the landlord fails to comply with term 51, the landlord is liable to pay you compensation under section 87 of the Housing Act 1988.

(2) The compensation is payable to you on the relevant date and every day after the relevant date until—

- a) the day on which the land is sold, the question, or
- b) if earlier, the last day of the period starting with the relevant date.

(3) Interest on the compensation is payable to you from the day referred to in paragraph (2) until the day on which you are given notice or before the day on which you are given notice.

(4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

(5) The relevant date is the first day on which you are required to give the notice.

Inventory(S)

53. (1) The landlord must provide you with an inventory of the dwelling not later than the date by which the landlord must provide you with a copy of this contract in accordance with term 49.

(2) The inventory must set out the condition of the dwelling and must describe all fixtures and fittings and must describe the condition of the dwelling.

(3) If you disagree with the information in the inventory, you may provide comments to the landlord.

(4) Where no comments are received from you within 14 days, the inventory is deemed accurate.

(5) Where comments are received from you within 14 days, the landlord must either—

- a) amend the inventory in accordance with your comments and send the amended inventory to you, or

- b) inform you that the comments are false and send the original inventory, or
- c) amend the inventory in accordance with the comments and send the amended inventory to you, to which you have agreed.

and send the comments attached to a copy of the inventory, or

of the comments and send the amended inventory to you, to which you have agreed.

Other matters

False statement inducing landlord to enter into contract (F)

to be treated as breach of contract

54. (1) If the landlord is induced to make a contract with you by a false statement—

of a relevant false statement—

- a) you are to be treated as in breach of contract, and
- b) the landlord may accordingly claim on the ground in term 40 (breach of contract).

of a contract, and

in claim on the ground in term 40 (breach of contract).

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

knowingly or recklessly by—

- a) you, or
- b) another person acting on your behalf.

Form of notices etc. (F+)

55. (1)

Any notice, statement or other document in connection with an occupation contract must be in writing.

is to be given or made by this occupation contract must be in writing.

(2) Sections 236³⁴ and 237 of the Act provide for the form of notices and other documents, and about how to deliver documents to a person by or because of that Act.

about form of notices and other documents required or authorised to be given to

Passing notices etc. to the landlord

56. You must—

- a) keep safe any notices, orders or other documents delivered to the dwelling address specified in the notice, order or other document, generally, and
- b) as soon as is reasonable, deliver to the landlord the original copies of any such notices, orders or other documents.

³⁴ Section 236 of the Act provides for the form of a notice or document has been prescribed

of the notice or other document. Where the form of a notice or document has been prescribed, it must be used. See the Welsh Government's website.

ANNEX

Seeterm42

ESTATEMANAGEMENTGROUND

REDEVELOPMENT GROUNDS

Ground A (building works)

- 1 The landlord intends, within the period of obtaining possession of the dwelling—
- (a) to demolish the whole or part of the building comprising the dwelling,
 - (b) to carry out substantial works on land treated as part of the dwelling,
- and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

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

35 This Annex replicates the provisions in Part 1 of the standard occupation contract. amendments as appropriate in relation to a periodic

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

- 3 (1) The landlord is a charity and the tenant's continued occupation of the dwelling would conflict with the charity's purposes.
- (2) But this ground is not available if the tenant is the landlord ("L") unless, at the time the contract was made and at the time the tenant occupies the dwelling, the person in the position of landlord is the charity (whether L or another person).
- (3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

Ground D (dwelling suitable for disabled persons)

- 4 The dwelling has features which are different from those of ordinary dwellings and which make it suitable for occupation by a physically disabled person of a kind provided by the dwelling and –
- (a) there is no let of the whole or part of the dwelling, and
- (b) the landlord is not a person who is not a member of the person's family).

Ground E (housing associations and local authorities)

- 5 (1) The landlord is a housing association or a local authority which makes dwellings available only for occupation by persons who are difficult to house, and –
- (a) either there is no let of the whole or part of the dwelling under a tenancy, or
- (b) the landlord is not a person who is not a member of the person's family).
- (2) A person is difficult to house if special circumstances (other than financial) make it difficult for him or her to satisfy his or her need for housing.

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

- 6 The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and –
- (a) a social service or other authority has provided in close proximity to the dwelling a service for persons with those special needs,

- (b) there is no landlord or other person occupying the dwelling, and
- (c) the landlord or other person occupying the dwelling has those special needs.

the special needs living in the

or occupation by a person who has those special needs (including members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

- 7 The contract-holder succeeds as a reserve successor (see section 73) if the dwelling is more extensive than the accommodation comprised in the contract required by the contract-holder.

in contract under section 73 as a reserve successor (see section 73) if the dwelling is more extensive than the accommodation comprised in the contract required by the contract-holder.

Ground H (joint contract-holders)

- 8 (1) This ground arises if both of the following conditions are met.

the second condition are met.

- (2) The first condition is that the contract-holder's rights and obligations under the contract have been exercised in full.

der's rights and obligations under the contract have been exercised in full.

- (a) section 111, or
- (b) section 225, or

or

- (3) The second condition is that —

- (a) the accommodation comprised in the contract is reasonably required by the contract-holder (or contract-holders), or
- (b) where the landlord or other person occupying the dwelling does not meet the landlord's criteria for occupation, the remaining contract-holders do not meet the landlord's criteria for occupation.

the dwelling is more extensive than the accommodation comprised in the contract (or contract-holders), or

landlord, the remaining contract-holders do not) meet the landlord's criteria for occupation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

- 9 (1) This ground arises if the contract-holder has a substantial estate management reason that requires the contract-holder to occupy the dwelling.
- (2) An estate management reason is a reason that —
- (a) all or part of the dwelling is used for, or in connection with, the exercise of a trade, business, or profession, or
 - (b) any other part of the dwelling is used for, or in connection with, the exercise of a trade, business, or profession, or

or some other substantial estate management reason that requires the contract-holder to occupy the dwelling.

lar, relate to —

ord to which the dwelling is used for, or in connection with, the exercise of a trade, business, or profession, or the purposes for which they are used, or in connection with, the exercise of a trade, business, or profession, or