



# Standard Occupation Contract



## About this contract

- ✓ Fully updated with all recent legal changes
- ✓ Fast, secure, legally binding digital signing
- ✓ Add your own clauses

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*This contract has not yet been signed by all required parties and is provided as a sample only*

*All items in blue are editable by the landlord until all parties have signed this agreement. If an item is changed after some parties have signed, all parties will be required to sign the contract again*

You are about to sign an occupation contract for the following property:

123 Sample Road  
London  
A1 1AA

It sets out the promises made by the contract-holders and any guarantors to the landlord and vice versa, including the duration of the rental and the amounts you have agreed for Rent and Deposit. You should read this document carefully and thoroughly.

Once electronically signed and dated this agreement will be legally binding and may be enforced by a court. Make sure that it does not contain terms that you do not agree with and that it contains everything you want to form part of the agreement. Both parties are advised to obtain confirmation in writing when the Landlord gives the Contract-holder consent to carry out any action under this agreement.

**If you are in any doubt about the content or effect of this agreement, we recommend that you seek independent legal advice before signing.**

# MODEL WRITTEN STATEMENT OF A FIXED TERM STANDARD OCCUPATION CONTRACT FOR A TERM OF LESS THAN SEVEN YEARS

## PART 1 FIXED TERM STANDARD OCCUPATION CONTRACT - EXPLANATORY INFORMATION

*The Welsh government requires the following information to be provided to contract-holders as part of the occupation contract.*

This is your written statement of the occupation contract made under the Renting Homes (Wales) Act 2016 ("the Act"). The contract is between you, as the "contract-holder", and the "landlord".

The landlord must give you a written statement, free of charge, within 14 days of the "occupation date" (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, the landlord may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

**key matters** - that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)), the fact that this is a fixed term contract and if there are periods during which the contract-holder is not entitled to occupy the dwelling as home, details of those periods.

**fundamental terms** - these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act. However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

**supplementary terms** - these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

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

The terms of your contract may also include:

**additional terms** - these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

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

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the landlord. It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied -

- a) you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,
- b) you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid), or
- c) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be available when the order takes effect), and it is reasonable to evict you.

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

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

## PART 2

# FIXED TERM STANDARD OCCUPATION CONTRACT - KEY MATTERS

Unless it is otherwise brought to an end, this fixed term standard contract gives the contract-holder(s) a right to occupy the dwelling for the term set out below.

**The key matters and information about the deposit and landlord are set out below.**

*The following clauses set out the basic terms of the occupation contract, the main dates and the Deposit and Rent amounts which have been agreed. Below are defined terms which will have the meaning listed next to them in this agreement.*

This agreement is made the day of 01 January 2021.

Dwelling	123 Sample Road London A1 1AA together with fixtures, furniture and effects therein as specified in the inventory
Landlord	Landlord Notices and documents pursuant to this Contract should be sent to 124 Sample Road London A1 1AA Or email at:
Contract-holders	[Awaiting Name Confirmation] Notices and documents pursuant to this Contract should be sent to 123 Sample Road London A1 1AA Or email at:
Guarantor	[Awaiting Name Confirmation]
Occupancy	The maximum number of people permitted to occupy the property is 2
Term	A fixed term of 12 months Commencing on and including 01 January 2021 ("Occupation Date") To and including 31 December 2021 ("the Initial Term") If the contract-holders remain in occupation of the dwelling after the end of the Initial Term, the contract-holders and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.
Rent	£1,000.00, one thousand GBP per month, payable in advance on or before the 1st day of each month ("Rental Period").
Deposit	£1,000.00, one thousand GBP

## **PART 3**

### **FIXED TERM STANDARD CONTRACT - FUNDAMENTAL AND SUPPLEMENTARY TERMS**

The fundamental and supplementary terms of this fixed term standard contract are set out in this Part.

Fundamental terms that cannot be left out of this contract or changed have (F) added after the term sub-heading. Fundamental terms that can be left out or changed have (F+) added.

Supplementary terms have (S) added.

Additional terms have (A) added.

Text omitted from a fundamental or supplementary term has been ~~struck through~~ and any new text is shown in CAPITALS.

Where a term is referring to you it usually uses "the contract-holder".

### **Rent and other charges**

#### **Receipt of rent or other consideration (S)**

1. Within 14 days of a request from the contract-holder, the landlord must provide the contract-holder with written receipt of any rent or other consideration paid or provided under the contract.

##### **1A. First payment of rent and deposit (A)**

a) The contract-holder shall pay to OpenRent on behalf of the landlord on the signing of this contract the amount of the deposit and the first payment of rent, unless the contract-holder and the landlord have agreed in writing a later date when payment may be made.

b) This contract shall not become binding on the landlord until the contract-holder has paid the deposit and the first payment of rent, and the contract-holder shall have no right to occupy the dwelling, until this payment has been made in full.

c) The initialPaymentOrFirstPayment of rent will be held by OpenRent on behalf of the landlord up to a maximum of 14 days from the beginning of the term, after which it will be paid to the landlord with OpenRent's fees deducted where applicable.

d) The contract-holder must pay all future rent when it becomes due, either to OpenRent on behalf of the landlord via Rent Now rent collection, or to the landlord directly at the landlord's election; the contract-holder will be notified in writing of the correct account details for payment.

e) The contract-holder must pay interest at 3% above the Bank of England base rate upon any rent in arrears or other monies due under this contract for more than 14 days calculated from the date upon which it became due to the date of payment.

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

2. The contract-holder is not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation.

#### **Right of set off (F+)**

3. If the landlord is liable to pay the contract-holder compensation under section 87 of the Act, the contract-holder may set off that liability against rent.

## Deposit

### Form of security (F+)

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

### Requirement to use a deposit scheme (F)

- 5.1. If the contract-holder pays a deposit under this contract (or another person pays a deposit on the contract-holder's behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- 5.2. Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must -
- a) comply with the initial requirements of the authorised deposit scheme, and
  - b) give the contract-holder (and any person who has paid the deposit on the contract-holder's behalf) the required information.
- 5.3. The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to -
- a) the authorised deposit scheme which applies,
  - b) the landlord's compliance with the initial requirements of the scheme, and
  - c) the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including the contract-holder's rights (and the rights of any person who has paid the deposit on the contract-holder's behalf) in relation to the deposit.

## DEPOSIT SCHEME ADDITIONAL INFORMATION (A)

5A. The deposit will be held under the terms of mydeposits, of which OpenRent is a registered member.

The following subclauses (1)-(11) set out:

- what OpenRent will do with the deposit paid by the contract-holder under clause 5;
- what the contract-holder can expect of the landlord or OpenRent when either deals with the deposit;
- the circumstances in which the contract-holder is entitled to less than the full deposit returned at the conclusion of the tenancy;
- and the circumstances in which other monies may be requested from the contract-holder.

5A.1. By signing this contract, both parties declare that the details relating to the deposit that are outlined in this occupation contract are correct to the best of their knowledge and belief.

5A.2. The cash deposit will be held in a custodial tenancy deposit scheme by mydeposits, under the terms of mydeposits, which is the government approved custodial scheme:

mydeposits  
1st Floor Premiere House  
Elstree Way  
Borehamwood  
Hertfordshire  
WD6 1JH

Phone: 0333 321 9401

Fax No: 0845 634 3403

Email: [businessdevelopment@mydeposits.co.uk](mailto:businessdevelopment@mydeposits.co.uk)

More information can be found in the [deposit scheme guide](#) and on the [mydeposits website](#).

5A.3. Once the deposit has been paid by the contract-holder, OpenRent will promptly transfer the deposit to mydeposits. OpenRent will aim to do this within 1 working day of funds clearing, and always within the 30 days

required under the terms of the scheme. Once funds have cleared with mydeposits, the deposit will be re-assigned to the landlord's registered account with mydeposits.

5A.4. The contract-holder is not entitled to receive any interest on the deposit. At the end of the tenancy, howsoever it comes to an end, upon vacant possession of the dwelling and return of the keys, the deposit shall be returned to the contract-holder less such sum as the landlord may reasonably require:

- a) to pay any arrears of rent;
- b) to make good any damage to the dwelling and fixtures and fittings (except for fair wear and tear) caused by the contract-holder or arising from any breach of the terms of this occupation contract by the contract-holder or the contract-holder's failure to take reasonable care and to make good any damage caused or cleaning required due to pets, animals, reptiles, birds, or fish occupying the dwelling (whether or not the landlord consented to its presence);
- c) to pay any sum repayable by the landlord to the local authority where housing benefit has been paid direct to the landlord by the local authority;
- d) to compensate the landlord any other breach by the contract-holder of the terms of this occupation contract;
- e) to pay any unpaid account or charge for water, electricity, gas, other fuels or utilities used by the contract-holder in the dwelling;
- f) to pay any unpaid council tax, telephone charges or other monies owed by the contract holder to compensate the landlord for any reasonable cost incurred to clean the dwelling to the same standard as at the beginning of the tenancy;
- g) to compensate the landlord for the charges incurred by the landlord's bank if any cheques or standing orders from the contract-holder are not honoured by the contract-holder's bank.

5A.5. No deductions shall be made from the deposit unless, or until, the reason for the nature of the deductions along with their amounts have been notified to the contract-holder.

5A.6. Any dispute arising from the proposed deductions will be subject to mydeposits guidelines including use of the free and independent alternative dispute resolution service where its use has been agreed by the contract-holder and landlord.

5A.7. The contract-holder shall not be entitled to withhold the payment of any instalment of rent or any other monies payable under this occupation contract on the ground that the landlord, or OpenRent, holds the deposit or any part of it.

5A.8. If the deposit is insufficient the contract-holder shall pay to the landlord such additional sums as required to cover all costs, charges and expenses properly due within a period of 14 days from the end of the tenancy.

5A.9. If either party is not contactable or otherwise not responsive at the end of the tenancy, the other party should notify the deposit scheme administrator so that the deposit will be treated in accordance with the terms of the scheme.

5A.10. The contract-holder agrees that the details that should be used by the landlord or scheme administrator for the purpose of contacting the contract-holder at the end of this occupation contract are those detailed under the key matters of this occupation contract.

5A.11. If the contract-holder breaches any term of this occupation contract, the landlord will be entitled to deduct compensatory monies from the deposit, claim damages from the contract-holder, and/or seek the court's permission to have the contract-holder evicted from the dwelling because of the breach.

## **Prohibited conduct**

### **Anti-social behaviour and other prohibited conduct (F)**

6.1. The contract-holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) -

- a) to live in the dwelling subject to this contract, or
- b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

6.2. The contract-holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity -

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

6.3. The contract-holder must not engage or threaten to engage in conduct -

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

6.4. The contract-holder may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.

6.5. The contract-holder must not, by any act or omission -

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

## **Control of the dwelling**

### **Use of the dwelling by the contract-holder (S)**

7. The contract-holder must not carry on or permit any trade or business at the dwelling without the landlord's consent.

7A.1. The contract-holder must make only reasonable use of the utilities and communications services consistent with ordinary residential use.

### **Permitted occupiers who are not lodgers or sub-holders (S)**

8. The contract-holder may permit persons who are not lodgers or sub-holders to live in the dwelling as a home.

8A.1. The contract-holder shall be liable for any breach by a permitted occupier or visitor of the obligations upon the contract-holder under this occupation contract.

### **Right to occupy without interference from the landlord (F+)**

9.1. The landlord may not, by any act or omission, interfere with the contract-holder's right to occupy the dwelling.

9.2. The landlord does not interfere with the contract-holder's right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.

9.3. The landlord does not interfere with the contract-holder's right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act).

9.4. The landlord is to be treated as having interfered with the contract-holder's right if a person who -

- a) acts on behalf of the landlord, or
- b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest, interferes with the contract-holder's right by any lawful act or omission.

### **Landlord's right to enter the dwelling - Repairs (F+)**

- 10.1. The landlord may enter the dwelling at any reasonable time for the purpose of
- a) inspecting its condition and state of repair, or
  - b) carrying out works or repairs needed in order to comply with the obligations set out in terms 15 and 16 of this contract.
- 10.2. The landlord must give at least 24 hours' notice to the contract-holder before exercising that right.
- 10.3. Paragraph (4) of this term applies where -
- a) the dwelling forms part only of a building, and
  - b) in order to comply with the obligations set out in terms 15 and 16 the landlord needs to carry out works or repairs in another part of the building.
- 10.4. The landlord is not liable for failing to comply with the obligations under terms 15 and 16 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

### **Landlord's right to enter the dwelling - repairs to fixtures and fittings (S)**

- 11.1. In circumstances where the contract-holder has not undertaken the repairs that are the contract-holder's responsibility in accordance with term 14.2 and 14.3, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.
- 11.2. But the landlord must give the contract-holder at least 24 hours' notice before entering the dwelling.

### **Landlord's right to enter the dwelling - Emergencies (S)**

- 12.1. In the event of an emergency which results in the landlord needing to enter the dwelling without notice, the contract-holder must give the landlord immediate access to the dwelling.
- 12.2. If the contract-holder does not provide access immediately, the landlord may enter the dwelling without the contract-holder's permission.
- 12.3. If the landlord enters the dwelling in accordance with paragraph (2) of this term, the landlord must use all reasonable endeavours to notify the contract-holder that they have entered the dwelling as soon as reasonably practicable after entry.
- 12.4. For the purposes of paragraph (1) in this term, an emergency includes -
- a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
  - b) something which if not dealt with by the landlord immediately, would put at imminent risk the health and safety of the contract-holder, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.
- 12.5. THE LANDLORD HAS THE RIGHT TO RETAIN A SET OF KEYS TO THE PROPERTY WHICH SHALL ONLY BE USED WITH THE PRIOR CONSENT OF THE CONTRACT-HOLDER (EXCEPT IN AN EMERGENCY).

### **12A Additional rights of landlord to enter dwelling (A)**

- 12A.1. The contract-holder must permit the landlord, and any superior landlord, or the landlord's employees/agents at all reasonable times after giving the contract-holder at least 24 hours' notice (except in an emergency):
- a) to take gas, electricity or water meter readings,
  - b) to inspect the dwelling for the purpose of preparing an EPC and recommendation report for the property or the building of which it forms part and the contract-holder must cooperate with the landlord so far as is reasonably necessary to enable an EPC and recommendation report to be obtained,
  - c) to enter and view the dwelling with any prospective future contract-holders or purchasers during the last 60 days of the tenancy.

## Care of the dwelling - contract-holder's responsibilities

### Duty to take care of the dwelling (S)

13. The contract-holder is not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must -

- a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
- b) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the landlord,
- c) keep the dwelling in a state of reasonable decorative order, and
- d) not keep anything in the dwelling that would be a health and safety risk to the contract-holder, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

### 13A. Additional duties to take care of dwelling (A)

The contract-holder must:

- a) comply with all statutory requirements upon it in respect of the dwelling and contents. This includes (but is not limited to) not bringing into the dwelling any furniture, furnishings or personal items that do not comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.
- b) not damage the dwelling or the building nor damage or alter the electrical or plumbing system.
- c) not decorate or change the style or colour of the decoration without written consent from the landlord.
- d) not damage interior walls or decorations by affixing pictures, mirrors, or any other hanging item using nails, screws, adhesive compounds or tapes without written consent from the landlord.
- e) where readily accessible, and with due regard to personal safety, keep the drains, gutters and pipes of the dwelling free from obstruction and clear of any leaves or debris.
- f) if applicable, keep the garden, patio, paths, balcony or terrace, (if any), in a neat and tidy condition, swept where necessary and weeded; maintain any lawns, trees and shrubs; and not alter the layout of the garden.
- g) keep clean the windows inside and outside of the dwelling, where safe access is possible. Failure by the contract-holder to take adequate precautions to prevent glass panes being cracked or broken will result in the contract-holder having to pay for any ensuing damage.
- h) if there are common parts to the building, not obstruct, keep or leave anything in them.
- i) keep the exterior free from rubbish.
- j) place all refuse in plastic bags in the designated dustbin(s) which should be kept in the area provided; and if necessary on refuse collection day to move the dustbin(s) to the collection point as required by the local council.
- k) not hang clothes or other articles on any balcony or out of any window.
- l) replace any light bulbs, fluorescent tubes, fuses or batteries promptly and when necessary.
- m) work with the landlord to minimise the risk caused by legionella bacteria and in particular to keep showerheads and taps clean, not to interfere with or adjust the boiler temperature, and to run the taps in order to flush through the plumbing system after any prolonged period of inactivity.
- n) take reasonable precautions to prevent any damage to the dwelling resulting from 'freezing-up'. This includes ensuring the dwelling is adequately heated during periods of cold weather to ensure the water system does not freeze. In the event of failure by the contract-holder to take such precautions, the contract-holder shall pay to the landlord the full cost of making good any ensuing damages.
- o) take all reasonable steps to protect the property from frozen or burst pipes or other damage, if the property is left vacant for any period.
- p) unless otherwise agreed in writing with the landlord, pay for all gas, electricity, water and sewerage services consumed on or supplied to the dwelling during the term, and for all charges made for the use of the telephone (if any), TV licence (if any), TV service (if any), and internet service (if any) during the term. This includes standing charges and other similar charges and VAT, as well as charges for actual consumption.

q) unless otherwise agreed in writing with the landlord, pay the council tax in respect of the dwelling for the duration of the tenancy regardless of legal liability for the council tax. If the council tax billing authority bills the landlord for council tax for the dwelling and other property together, the contract-holder agrees to pay a proportionate share of the council tax. If the contract-holder qualifies for a discount or an exemption from council tax it is the responsibility of the contract-holder to apply for this.

r) reimburse the landlord in respect of all costs and other charges reasonably incurred by the landlord in respect of any failure by the contract-holder to fulfil his obligations contained in this occupation contract, in relation to any breach of this occupation contract by the contract-holder.

s) not keep any cat, dog (excluding guide dogs where reasonably necessary), bird or other pet or animal at the dwelling without the landlord's written consent, such consent, if granted, to be revocable at will by the landlord upon giving reasonable written notice. If consent is given, the contract-holder agrees to undertake, or alternatively pay for, a full clean of the dwelling with deinfestation cleaner upon termination of the tenancy.

#### **Duty to notify landlord of defect or disrepair (S)**

14.1. The contract-holder must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which the contract-holder reasonably believes is the landlord's responsibility.

14.2. Where the contract-holder reasonably believes that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord's responsibility, the contract-holder must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them.

14.3. The circumstances in which paragraph (2) of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by the contract-holder, any permitted occupier or any person visiting the dwelling.

14.4. IF THE CONTRACT-HOLDER FAILS TO COMPLY WITH TERMS 14.1-14.3 ABOVE THE CONTRACT-HOLDER WILL HAVE TO PAY ALL COSTS REASONABLY INCURRED BY THE LANDLORD

## Care of the dwelling - landlord's obligations

### Landlord's obligation: fitness for human habitation (F+)

15.1. The landlord must ensure that the dwelling is fit for human habitation -

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

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

### Landlord's obligation to keep a dwelling in repair (F+)

16.1. The landlord must -

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

16.2. If the dwelling forms part only of a building, the landlord must -

- a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
- b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either -
  - (i) forms part of any part of the building in which the landlord has an estate or interest, or
  - (ii) is owned by the landlord or is under the landlord's control.

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

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

### Further landlord obligations in relation to terms 15 and 16 (F+)

17.1. The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under terms 15 and 16.

17.2. The landlord may not impose any obligation on the contract-holder in the event of the contract-holder enforcing or relying on the landlord's obligations under terms 15 and 16.

17.3. THE LANDLORD MUST ENSURE THAT ALL THE FURNITURE AND EQUIPMENT PROVIDED BY THE LANDLORD COMPLIES WITH THE FURNITURE AND FURNISHINGS (FIRE) (SAFETY) REGULATIONS 1988 (AS AMENDED IN 1993).

17.4. THE LANDLORD MUST ENSURE THAT ALL GAS APPLIANCES COMPLY WITH THE GAS SAFETY (INSTALLATION AND USE) REGULATIONS 1998 AND THAT A COPY OF THE SAFETY CHECK RECORD IS GIVEN TO THE CONTRACT-HOLDER AT THE START OF THE TENANCY.

### Limits on landlord obligations in relation to terms 15 and 16: General (F+)

18.1. Term 15.1 does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.

18.2. The landlord's obligations under terms 15.1 and 16.1 do not require the landlord -

- a) to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or
- b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

18.3. If the dwelling forms part only of a building, the landlord's obligations under terms 15.1 and 16.2 do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

18.4. Relevant causes for the purpose of paragraphs 2.b and 3 of this term are fire, storm, flood or other inevitable accident.

18.5. Term 16.2 does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the contract-holder's enjoyment of -

- a) the dwelling, or
- b) the common parts that the contract-holder is entitled to use under this contract.

**Limits on landlord obligations in relation to terms 15 and 16: contract-holder's fault (F+)**

19.1. Term 15.1 does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by the contract-holder or a permitted occupier of the dwelling.

19.2. The landlord is not obliged by term 16.1 or 16.2 to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the dwelling.

19.3. "Lack of care" means a failure to take proper care -

- a) of the dwelling, or
- b) if the dwelling forms part only of a building, of the common parts that the contract-holder is entitled to use under this contract.

**Limits on landlord obligations in relation to terms 15 and 16: notice (F+)**

20.1. The landlord's obligations under term 15.1.b and under term 16.1 and 16.2 do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.

20.2. The landlord complies with the obligations under term 15.1.b and under term 16.1 and 16.2 if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

20.3. If -

- a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
- b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 15.1 or 16.1 or 16.2, the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

**Rights of permitted occupiers (F+)**

21.1. A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 15 or 16, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

21.2. But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract.

## **Making changes to the dwelling or utilities**

### **Changes to the dwelling (S)**

22.1. The contract-holder must not make any alteration to the dwelling without the consent of the landlord.

22.2. For the purposes of paragraph (1) of this term, "alteration" includes -

- a) any addition to or alteration of the fixtures and fittings in the dwelling,
- b) the erection of an aerial or satellite dish,
- c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
- d) the carrying out of external OR INTERNAL decoration to the dwelling.
- e) INSTALLATION OF ANY PREPAYMENT ELECTRICITY OR GAS METER AT THE PROPERTY.
- f) FIXING OR SUFFERING TO BE FIXED TO THE EXTERIOR OR WINDOWS OF THE DWELLING ANY NOTICE BOARD, SIGN, ADVERTISEMENT POSTER OR AERIAL

### **Changes to the provision of utilities to the dwelling (S)**

23.1. Unless the landlord consents, the contract-holder must not -

- a) leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
- b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

23.2. For the purposes of paragraph 23.1.b of this term, "specified service installations" means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

### **Changes to the dwelling (A)**

23A.1. The contract-holder must not install any gas appliances unless authorised by the landlord and installed by a registered gas safety engineer.

23A.2. The contract-holder must leave the furniture and effects at the end of the tenancy in the same position as they were at the commencement of the term unless agreed otherwise in writing with the landlord.

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

### **Security of the dwelling - unoccupied periods (S)**

24.1. If the contract-holder becomes aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, the contract-holder must notify the landlord as soon as reasonably practicable.

24.2. SUCH NOTIFICATION SHALL BE MADE AT LEAST 5 DAYS PRIOR TO THE COMMENCEMENT OF THE PERIOD OF ABSENCE AND SHALL STATE THE ACTUAL DATES OVER WHICH THE DWELLING WILL BE UNOCCUPIED.

### **SECURITY OF THE DWELLING (A)**

24A.1. The contract-holder shall not do anything on the dwelling which may invalidate the landlord's insurance of the dwelling against fire or increase the ordinary premium for such insurance. The landlord shall provide the contract-holder with a summary of the relevant insurance requirements.

24A.2. The contract-holder shall not undertake any activity that materially increases the risk of fire or other damage to the dwelling or its fixtures and fittings. This includes, without limitation, the storage of dangerous or flammable goods at the dwelling, leaving electrical appliances such as tumble dryers on while the property is empty, or any other action that unreasonably increases the risk of damage.

24A.3. The contract-holder must not smoke inside the dwelling, or permit others to smoke inside the dwelling, without the landlord's written consent. Such consent, if granted, to be revocable at will by the landlord upon giving reasonable written notice.

#### **24B Licences under the Housing Act 2004 and HMO use (A)**

24B.1. The contract-holder must not use the property in any manner which might lead to it becoming a house in multiple occupation ("HMO") under section 254 of the Housing Act 2004 without the landlord's express written consent.

24B.2. The contract-holder must not use the property in any manner which might lead to it becoming licensable under any part of the Housing Act 2004 without the landlord's express written consent.

24B.3. The contract-holder must not use the property in any manner which might lead to a condition of any licence granted under any part of the Housing Act 2004 being breached, provided the contract-holder has been provided with a copy of the relevant licence and conditions.

#### **Security of the dwelling - locks (S)**

25.1. The contract-holder must take reasonable steps to ensure the dwelling is secure.

25.2. The contract-holder may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.

25.3. If any change made under paragraph (2) of this term results in a new key being needed to access the dwelling or any part of the dwelling, the contract-holder must notify the landlord as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.

25.4. IN THE EVENT OF THE LOSS OF A KEY OR OTHER SECURITY DEVICE GIVING ACCESS TO THE DWELLING, THE CONTRACT-HOLDER AGREES TO PAY ANY REASONABLE COSTS INCURRED BY THE LANDLORD AS A RESULT.

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

### **Permissible forms of dealing (F+)**

26.1. The contract-holder may not deal with this contract, the dwelling or any part of the dwelling except -

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

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

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

26.3. If the contract-holder does anything in breach of paragraph (1) of this term, or a joint contract-holder does anything in breach of paragraph (2) of this term -

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

26.4. "Dealing" includes -

- a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
- b) transferring;
- c) mortgaging or otherwise charging.

### **Permitting lodgers (S)**

27.1. The contract-holder must not allow persons to live in the dwelling as lodgers without the landlord's consent.

### **Provisions about joint contract-holders**

#### **Adding a joint contract-holder (F+)**

28.1. The contract-holder under this contract, and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.

28.2. If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

#### **Joint contract-holder ceasing to be a party to a contract - survivorship (F)**

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

- a) fully entitled to all the rights under this contract, and
- b) liable to perform fully every obligation owed to the landlord under this contract.

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

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

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

## **Termination of contract - general**

### **Permissible termination etc. (F)**

30.1. This contract may be ended only in accordance with -

- a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in terms 30 to 33, 36 to 46 and term 54, or
- b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

30.2. Nothing in this term affects -

- a) any right of the landlord or contract-holder to rescind the contract, or
- b) the operation of the law of frustration.

### **Termination by agreement (F+)**

31.1. If the landlord and the contract-holder agree to end this contract, this contract ends -

- a) when the contract-holder gives up possession of the dwelling in accordance with what the contract-holder agrees with the landlord, or
- b) if the contract-holder does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

31.2. An occupation contract is a substitute contract if -

- a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
- b) the contract-holder was also the contract-holder under the original contract.

### **Repudiatory breach by landlord (F+)**

32. If the landlord commits a repudiatory breach of contract and the contract-holder gives up possession of the dwelling because of that breach, this contract ends when the contract-holder gives up possession of the dwelling.

### **Death of a sole contract-holder (F)**

33.1. If the contract-holder is a sole contract-holder, this contract ends -

- a) one month after the contract-holder's death, or
- b) if earlier, when the landlord is given notice of the contract-holder's death by the authorised persons.

33.2. The authorised persons are -

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

33.3. The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed the contract-holder.

33.4. The contract does not end if, at the contract-holder's death, a family property order has effect which requires the contract to be transferred to another person.

33.5. If, after the contract-holder's death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends -

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

**Contract-holders' obligations at the end of the contract (S)**

34. When the contract-holder vacates the dwelling at the end of this contract, the contract-holder must -
- a) remove from the dwelling all property belonging -
    - (i) to the contract-holder, or
    - (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
  - b) return any property belonging to the landlord to the position that property was in on the occupation date, and
  - c) return to the landlord BY 2PM ON THE DAY OF VACATING THE DWELLING all keys which enable access to the dwelling, which were held during the term of the contract by the the contract-holder or any permitted occupier who is not entitled to remain in occupation of the dwelling OTHERWISE ALL REASONABLE COSTS OF GAINING ENTRY TO THE DWELLING AND RESECURING THE DWELLING WILL BE BORNE BY THE CONTRACT-HOLDER.

**Contract-holders' additional obligations at the end of the contract (A)**

34A.1. When the contract-holder vacates the dwelling at the end of this contract, the contract-holder must in addition to the requirements under clause 34:

- a) co-operate in the checking of any inventory and/or schedule of condition. The landlord will bear the costs of preparing the inventory and/or schedule of condition and associated check-in or check-out report. The contract-holder agrees to take all reasonable steps to ensure that such a report can be completed, and that they will be liable for any additional costs arising as a result of the contract-holder's actions. Those are including but not limited to call-out fees from missed appointments, or any other losses or costs.
- b) provide a forwarding address at the end of the tenancy, if requested by the landlord.
- c) clean (or pay for the cleaning of) all carpets, curtains and any other parts of the dwelling or contents included in the letting.
- d) vacate the dwelling immediately and give vacant possession. The dwelling and its content must at the end of the Term be in the same good and clean state of repair and decoration as the dwelling was in at the commencement of the Term (fair wear and tear excepted). The contract-holder must pay for the repair or replacement of any items of the fixtures, fittings and appliances which have been damaged, destroyed or lost.

34A.2. The contract-holder will be liable for damages to compensate the landlord if the contract-holder leaves items at the dwelling which prevent the landlord from making use of or re-letting the dwelling, or if the landlord incurs costs in relation to such items (for example, reasonable charges for removal or storage).

**Repayment of rent or other consideration (S)**

35. The landlord must repay, within a reasonable time at the end of this contract, to the contract-holder any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.

## **Termination by contract-holder**

### **Early termination by contract-holder (F+)**

- 36.1. The contract-holder may end this contract at any time before the earlier of -
- a) the landlord giving the contract-holder a written statement of this contract under term 49(1), or
  - b) the occupation date.
- 36.2. To end this contract under paragraph (1) of this term, the contract-holder must give a notice to the landlord stating that the contract-holder is ending this contract.
- 36.3. On giving the notice to the landlord, the contract-holder will -
- a) cease to have any liability under this contract, and
  - b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

### **Termination of the contract with joint contract-holders (F+)**

37. If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

## **Termination by the landlord: possession claims and possession notices**

### **Possession claims (F)**

38. The landlord may make a claim to the court for recovery of possession of the dwelling from the contract-holder ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in terms 40 to 45 and 54.

### **Possession notices (F+)**

- 39.1. This term applies in relation to a possession notice which a landlord is required to give to a contract-holder under any of the following terms before making a possession claim -
- a) term 41 (in relation to a breach of contract by a contract-holder);
  - b) term 43 (in relation to estate management grounds);
  - c) term 45 (in relation to serious rent arrears).
- 39.2. The notice must (in addition to specifying the ground on which the claim will be made) -
- a) state the landlord's intention to make a possession claim,
  - b) give particulars of the ground for seeking possession, and
  - c) state the date after which the landlord is able to make a possession claim.

## **Termination by the landlord: grounds for making a possession claim**

### **Breach of contract (F+)**

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

### **Restrictions on making a possession claim in relation to a breach of contract (F+)**

- 41.1. Before making a possession claim on the ground in term 40, the landlord must give the contract-holder a possession notice specifying that ground.
- 41.2. The landlord may make a possession claim in reliance on a breach of term 6 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives the contract-holder a possession notice specifying a breach of that term.

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

41.4. In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives the contract-holder the possession notice.

#### **Estate management grounds (F+)**

42.1. The landlord may make a possession claim on one or more of the estate management grounds.

42.2. The estate management grounds are set out in Part 1 of Schedule 8 to the Act.

42.3. Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless -

- a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
- b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to the contract-holder (or will be available to the contract-holder when the order takes effect).

42.4. If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to the contract-holder a sum equal to the reasonable expenses likely to be incurred by the contract-holder in moving from the dwelling.

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

#### **Restrictions on making a possession claim under term 42 (estate management grounds) (F+)**

43.1. Before making a possession claim on an estate management ground, the landlord must give the contract-holder a possession notice specifying that ground.

43.2. The landlord may not make the claim -

- a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or
- b) after the end of the period of six months starting with that day.

43.3. If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.

43.4. The landlord may not give the contract-holder a possession notice specifying estate management Ground G (accommodation not required by successor) -

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

43.5. The landlord may not give the contract-holder a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

#### **Serious rent arrears (F+)**

44.1. If the contract-holder is seriously in arrears with its rent, the landlord may on that ground make a possession claim.

44.2. The contract-holder is seriously in arrears with its rent -

- a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
- b) where the rental period is a month, if at least two months' rent is unpaid;
- c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
- d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

44.3. Section 216 of the Act provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder -

- a) was seriously in arrears with the contract-holder's rent on the day on which the landlord gave the contract-holder the possession notice, and
- b) is seriously in arrears with its rent on the day on which the court hears the possession claim.

#### **Restrictions on making a possession claim under term 44 (serious rent arrears) (F+)**

45.1. Before making a possession claim on the ground in term 44, the landlord must give the contract-holder a possession notice specifying that ground.

45.2. The landlord may not make the claim -

- a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or
- b) after the end of the period of six months starting with that day.

### **Court's Order for possession**

#### **Effect of order for possession (F+)**

46.1. If the court makes an order requiring the contract-holder to give up possession of the dwelling on a date specified in the order, this contract ends -

- a) if the contract-holder gives up possession of the dwelling on or before that date, on that date,
- b) if the contract-holder gives up possession of the dwelling after that date but before the order for possession is executed, on the day on which the contract-holder gives up possession of the dwelling, or
- c) if the contract-holder does not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

46.2. Paragraph (3) of this term applies if -

- a) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
- b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

46.3. This contract ends immediately before the occupation date of the new contract.

## **Variation**

### **Variation (F - except 47.1.a which is F+)**

47.1. This contract may not be varied except -

- a) by agreement between the contract-holder and the landlord, or
- b) by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

47.2. A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 48.

### **Limitation on variation (F)**

48.1. The fundamental terms of this contract set out in paragraph (2) of this term, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

48.2. The fundamental terms to which paragraph (1) of this term applies are

- a) term 5 (requirement to use deposit scheme),
- b) term 6 (anti-social behaviour and other prohibited conduct),
- c) term 29 (joint contract-holder ceasing to be a party to the occupation contract),
- d) term 30 (permissible termination),
- e) term 33 (death of sole contract-holder),
- f) term 38 (possession claims),
- g) term 47.1.b and 47.2,
- h) this term, and
- i) term 54 (false statement inducing landlord to make contract to be treated as breach of conduct).

48.3. A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect -

- a) unless as a result of the variation -
  - (i) the fundamental provision which the term incorporates is incorporated without modification, or
  - (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that the contract-holder's position is improved;
- b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term set out in paragraph (2) of this term.

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

48.5. Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

## **Written statements and the provision of information**

### **Written statements (F+)**

49.1. The landlord must give the contract-holder a written statement of this contract before the end of the period of 14 days starting with the occupation date.

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

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

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

- 49.4. The contract-holder may request a further written statement of this contract at any time.
- 49.5. The landlord may charge a reasonable fee for providing a further written statement.
- 49.6. The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with -
- a) the day of the request, or
  - b) if the landlord charges a fee, the day on which the contract-holder pays 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 the contract-holder -
- a) a written statement of the term or terms varied, or
  - b) a written statement of this contract as varied.
- 50.2. The relevant period is the period of 14 days starting with the day on which this contract is varied.
- 50.3. The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

#### **Provision of information by landlord about the landlord (F+)**

51.1. The landlord HEREBY GIVES NOTICE THAT ANY DOCUMENTS INTENDED ~~must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.~~ FOR THE LANDLORD MAY BE SENT TO THE FOLLOWING ADDRESS AND THE CONTRACT HOLDER WILL BE MADE AWARE OF ANY CHANGE TO THIS ADDRESS IN ACCORDANCE WITH CLAUSE 51.3 BELOW.  
LANDLORD ADDRESS:

[124 Sample Road London A1 1AA](#)

- 51.2. If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give the contract-holder notice of the change in identity and of an address to which the contract-holder may send documents that are intended for the new landlord.
- 51.3. If the address to which the contract-holder may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the contract-holder notice of the new address.

#### **Compensation for breach of term 51 (F+)**

- 52.1. If the landlord fails to comply with an obligation under term 51, the landlord is liable to pay the contract-holder compensation under section 87 of the Act.
- 52.2. The compensation is payable in respect of the relevant date and every day after the relevant date until -
- a) the day on which the landlord gives the notice in question, or
  - b) if earlier, the last day of the period of two months starting with the relevant date.
- 52.3. Interest on the compensation is payable if the landlord fails to give the contract-holder the notice on or before the day referred to in paragraph (2)(b) of this term.
- 52.4. 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.
- 52.5. The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

#### **Landlord Option to include Inventory (A)**

53A.1. It is at the landlord's discretion whether or not to provide an inventory. If the landlord does elect to provide an inventory then the following clause 53 shall apply. If the landlord chooses not to provide an inventory then the following clause 53 shall not apply.

#### **Inventory (S)**

53.1. IF THE landlord ELECTS TO PROVIDE AN INVENTORY THEN THEY must provide the contract-holder with THE inventory in relation to the dwelling no later than the date by which the landlord must provide the contract-holder with the written statement of this contract in accordance with term 49.

53.2. The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.

53.3. If the contract-holder disagrees with the information within the inventory, the contract-holder may provide comments to the landlord.

53.4. Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.

53.5. Where comments are received by the landlord within 14 days, the landlord must either -

- a) amend the inventory in accordance with those comments and send the amended inventory to the contract-holder, or
- b) inform the contract-holder that the comments are not agreed, and re-send the original inventory to the contract-holder, with the comments attached to a copy of the inventory, or
- c) amend the inventory in accordance with some of the comments and send the amended inventory to the contract-holder, together with a record of the comments which have not been agreed.

## **Other matters**

### **False statement inducing landlord to make contract to be treated as breach of conduct (F)**

- 54.1. If the landlord is induced to make this contract by means of a relevant false statement -
- a) the contract-holder is to be treated as being in breach of this contract, and
  - b) the landlord may accordingly make a possession claim on the ground in term 40 (breach of contract).
- 54.1. A relevant false statement is one which if it is made knowingly or recklessly by -
- a) the contract-holder, or
  - b) another person acting at the contract-holder's instigation.

### **Forms of notices etc. (F+)**

- 55.1. Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.
- 55.2. Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.

### **Addresses for notices (A)**

- 55A.1. The landlord and the contract-holder agree that documents sent pursuant to this occupation contract may be served on the landlord at the address stated at 51.1 and on the contract-holder at the dwelling unless otherwise agreed in writing between the Parties.
- 55A.2. The contract-holder hereby agrees that notices and documents sent pursuant to this occupation contract may be served electronically at the email addresses indicated under the key terms of this contract.

### **Passing notices etc. to the landlord (S)**

56. The contract-holder must -
- a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and
  - b) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other documents to the landlord.

### **Miscellaneous (A)**

- 57.1. If the dwelling comprises part only of a building the letting shall include the use (in common with others) of access ways to and from the dwelling inside the building.
- 57.2. Where two or more persons are named on the occupation contract, their obligations shall be joint and several. This means, for example, that any one or more of the individuals jointly forming the contract-holder can at the landlord's sole discretion be held responsible for the full rent and other obligations under this occupation contract if the other individuals do not fulfil their obligations.
- 57.3. The contract-holder is responsible for insuring their own belongings, furniture and furnishings in the dwelling, and the landlord will not accept liability for any loss or damage that may occur as a result of use within the dwelling.
- 57.4. Where the landlord's own title to the dwelling is leasehold and not freehold, the landlord may themselves be a contract-holder under a superior lease, the contract-holder agrees to perform and observe at all times during the term the conditions and stipulations contained in the superior lease that were notified to the contract-holder prior to the commencement of the tenancy.
- 57.5. The landlord is responsible for ensuring the dwelling complies with any applicable property licensing regulations for the duration of the tenancy in so far as the contract holder is compliant with term 24B of this occupation contract.
- 57.6. If any term of this contract is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this occupation contract and the enforceability of the remainder of this occupation contract shall not be affected.

57.7. The landlord and the contract-holder agree that this occupation contract shall be exclusively governed by and interpreted in accordance with the laws of Wales (and, where applicable, England) and that they will submit to the exclusive jurisdiction of those courts.

57.8. In this occupation contract the following definitions apply:

- "OpenRent" means OpenRent Limited (company number: 07749632) of registered office 6th Floor, 2 London Wall Place, London, England, EC2Y 5AU.
- "Landlord" means the person who is entitled to the reversion of the tenancy granted here and their successors in title. The landlord may act through an agent whose details have been notified to the contract-holder.

#### **Contract-holder and landlord break clause (A)**

58.1. The parties agree:

- a) that, any time after 4 months following the occupation date, the contract-holder may terminate the fixed term of this contract by giving notice to the landlord that he or she will give up possession of the dwelling on a date not less than 2 months from the day on which the notice is given.
- b) that the landlord may terminate the fixed term of this contract by giving notice to the contract-holder that he or she must give up possession of the dwelling on a date not less than 6 months from the day on which the notice is given.
- c) that the landlord may not give notice under subclause (b) before the end of the period of 18 months starting with the occupation date of this contract.
- d) Subclauses (b) and (c) shall only apply if the fixed term of this contract is for 24 months or longer.

#### **Recovery of possession after landlord's break clause (F+)**

59.1. If the landlord gives the contract-holder a notice under the landlord's break clause, the landlord may on that ground make a possession claim but not:

- a) before the date specified in the notice given by the landlord to the contract-holder under the landlord's break clause, or
- b) after the end of the period of two months starting with that date.

59.2. If the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 of the Act (retaliatory evictions) applies (and subject to any available defence based on the contract-holder's Convention rights).

59.3. If the court has refused to make an order for possession because it considered the claim to be a retaliatory claim, the landlord may not give another notice under a landlord's break clause to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.

#### **Termination of contract under landlord's break clause (F+)**

60.1. If the contract-holder gives up possession of the dwelling on or before the date specified in the landlord's break notice, the contract ends on the date specified in the notice.

60.2. If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends -

- a) on the day on which the contract-holder gives up possession, or
- b) if an order for possession is made, on the date determined in accordance with section 206 of the Act.

60.3. The notice ceases to have effect if

- a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or
- b) before the contract ends, and after the end of the period of 28 days starting with the day on which the notice was given -
  - i) the landlord withdraws the notice by giving further notice to the contract-holder, and
  - ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.

**Minimum notice period: fixed term standard contracts within Schedule 8A (F+)**

61. If a fixed term standard contract is within Schedule 8A of the Act, the date specified in a notice under a landlord's break clause may not be less than two months after the day on which the notice is given to the contract-holder.

**Recovery of possession after contract-holders break notice (F+)**

62.1. If a contract-holder fails to give up possession of the dwelling on the date specified in the contract-holder's break notice, the landlord may on that ground make a possession claim.

62.2. Before making the possession claim the landlord must give the contract-holder a possession notice specifying that ground.

62.3. The possession notice referred to in (2) above must be given to the contract-holder within 2 months of the date possession was to be given up as specified in the contract-holders' break notice.

62.4. The landlord may make the possession claim on or after the day on which it gives the contract-holder the possession notice, however not after six months starting with that day.

62.5. If the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on the contract-holder's Convention rights).

**Termination of contract under contract-holder's break clause (F+)**

63.1. If the contract-holder gives up possession of the dwelling on or before the date specified in the contract-holder's break notice, the contract ends on the date specified in the notice.

63.2. If the contract-holder gives up possession after that date but in connection with the notice, the contract ends -

- a) on the day on which the contract-holder gives up possession of the dwelling, or
- b) if an order for possession is made, on the date determined in accordance with section 206 of the Act.

63.3. The notice ceases to have effect if, before the contract ends -

- a) the contract-holder withdraws the notice by further notice to the landlord, and
- b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

## **The guarantor (A)**

64.1. The guarantor is the person or persons responsible for discharging the contract-holder's obligations if the contract-holder defaults whether the landlord elects to pursue the contract-holder or not.

64.2. "Joint and several" means that the guarantor will be liable with the contract-holder to pay all rent and any debt arising from any breach of the tenancy until all debt is paid in full.

64.3. In consideration of the landlord agreeing at the request of the guarantor to accept the contract-holder as the contract-holder of the dwelling the guarantor hereby covenants to the landlord that the contract-holder will pay the rent and comply with all the contract-holder's obligations in this occupation contract (including any variations to increase the rent whether by agreement between the landlord and the contract-holder or pursuant to a notice given by the landlord under section 123 of the Renting Homes (Wales) Act 2006). In any case of default by the contract-holder, the guarantor will pay the landlord damages in respect of the landlord's reasonable losses incurred as a result of that default. If the contract-holder fails to pay the rent or to observe or perform any of the contract-holder covenants, the guarantor shall pay or observe and perform them.

64.4. As between the landlord and the guarantor the guarantor is a principal debtor and not merely a surety.

64.5. This guarantee is irrevocable and shall continue beyond the guarantor's death or bankruptcy (falling as a liability on the estate) and is not limited to the term of this contract.

64.6. If the contract-holder defaults during the initial term or any extension, renewal or continuation of this occupation contract or the contract-holder is declared bankrupt and the contract-holder's trustee in bankruptcy elects to disclaim the occupation contract then on written demand the guarantor hereby agrees to pay damages to the landlord for all losses, claims, liabilities, costs and expenses arising out of or in connection with that default or disclaimer or incurred by the landlord in connection with the default or disclaimer.

64.7. It is hereby agreed that the guarantor's liability under this clause will be joint and several with the contract-holder which means that each will be responsible for complying with the contract-holder's obligations under this occupation contract both individually and together. The landlord may seek to enforce these obligations and claim damages against the contract-holder, the guarantor, or both of them under these clauses. These obligations will not be cleared or affected by any act, neglect, leniency, or giving of time by the landlord endeavouring to obtain payment or in the enforcement of the contract holder's covenants. If the contract-holder surrenders any part of the dwelling the guarantor's liability will continue in respect of the part not surrendered. Any liability accumulated at the date of surrender will continue unaffected.

64.8. If requested by the landlord, the guarantor agrees to provide written confirmation of their current address at the start of the tenancy and to notify the landlord in writing if they move to a new address in the course of the tenancy.

## **CUSTOM CLAUSE NOTICE**

65.1. The clauses defined under custom clauses below, have been written by the landlord in agreement with the contract-holder. The clauses have not been vetted by OpenRent, are not endorsed by OpenRent, and have been added against the explicit recommendation of OpenRent. OpenRent can not offer advice on the contents of this section and recommends independent legal advice is sought before agreeing to any clauses outlined in this section.

65.2. Note that individual terms in earlier sections of this occupation contract may be replaced or modified by the custom clauses set out below to the extent that this is permitted by the Renting Homes (Wales) Act 2016, except for clauses 1A and 5A which are essential to the Rent Now process and cannot be modified or replaced.

## **CUSTOM CLAUSES**

Custom Clause 1. This is an example of a custom clause. If no custom clauses are specified, this page will be omitted from the contract.

## **Addendum : Potential Periodic Contract - Written statement of Contract**

If the contract-holder remains in the Dwelling after the fixed term, then this contract will become a periodic occupation contract with the same terms as the fixed term contract , excluding terms 47.1 to 48.5 (variation) of the original contract and including the following terms as described below. Where not expressed otherwise cross-references refer to terms in this addendum.

### **Variation (F - except 1.1(a) which is F+)**

- 1.1. This contract may not be varied except -
- a) in accordance with terms 2.1 to 4.4, or
  - b) by or as a result of an enactment.

### **Variation of rent (F+)**

- 2.1. The landlord may vary the rent payable under this contract by giving the contract-holder a notice setting out a new rent to take effect not less than two months from the date of the notice.
- 2.2. Subject to term 2.1 -
- Any subsequent notice after the first notice must specify a date which is not less than one year after the last date on which a new rent took effect.

### **Variation of terms other than rent (F+)**

- 3.1. The fundamental terms, supplementary terms and additional terms of this contract may be varied (subject to term 4) by agreement between the landlord and the contract-holder.

### **Limitation on variation (F)**

- 4.1. The fundamental terms of this contract set out in term 4.2, may not be varied (except by or as a result of an enactment).
- 4.2. The fundamental terms to which term 4.1 applies are ((a)-(g) refer to terms as set out in the original contract) -
- a) term 5 (requirement to use deposit scheme),
  - b) term 29 (joint contract-holder ceasing to be a party to the occupation contract),
  - c) term 6 (anti-social behaviour and other prohibited conduct),
  - d) term 30 (permissible termination),
  - e) term 38 (possession claims),
  - f) term 33 (death of sole contract-holder),
  - g) term 54 (securing contract by use of false statement),
  - h) terms 16.1 to 16.11 of this addendum (further restrictions on giving landlord's notice under term 10.1),
  - i) term 1.1(b) of this addendum (variation),
  - j) this term.
- 4.3. A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect -
- a) unless as a result of the variation -
    - i) the fundamental provision which the term incorporates would be incorporated without modification, or
    - ii) the fundamental provision which the term incorporates is not incorporated or is incorporated in a way that improves the position of the contract-holder.
  - b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term to which subsection (2) applies.

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

### **Joint contract-holders Withdrawal (F+)**

5.1. A joint contract-holder under this contract may withdraw from the contract by giving a notice (a "withdrawal notice") to the landlord which must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the "withdrawal date").

5.2. The joint contract-holder must give a written warning to the other joint contract-holders when they give the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.

5.3. The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.

5.4. The joint contract-holder ceases to be a party to the contract on the withdrawal date.

5.5. Notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice in accordance with term 6 (contract-holder's notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.

5.6. Term 5.2 does not apply to a notice which is treated as a withdrawal notice because of subsection 5.5.

#### **Contract-holder's notice to terminate contract (F+)**

6.1. The contract-holder under this contract may end the contract by giving not less than 4 weeks' notice to the Landlord that they will give up possession of the dwelling. If the contract-holder is a joint contract-holder, then this notice must come from all joint contract-holders.

#### **Recovery of possession (F)**

7.1. If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under term 6.1, the landlord may on that ground make a possession claim and if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling.

#### **Restrictions on Term 7.1 (F+)**

8.1. if the Landlord intends to make a possession claim on the ground in term 7.1 then they must give the contract-holder a possession notice specifying that ground within 2 months of the date specified in the contract-holders notice under term 7.1.

8.2. The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice, however not after the end of the period of six months starting with that day.

#### **Termination of contract on contract-holders notice (F+)**

9.1. If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under term 6.1 the contract ends on the date specified in the notice.

9.2. If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends -

- a) on the day on which the contract-holder gives up possession of the dwelling, or
- b) if an order for possession is made, on the date determined in accordance with section 206 of the Act.

9.3. The notice ceases to have effect if, before the contract ends -

- a) the contract-holder withdraws the notice by giving further notice to the landlord, and
- b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

## **Termination by landlord: landlord's notice**

### **Landlord's notice (F+)**

10.1. The landlord may end the contract by giving the contract-holder notice that they must give up possession of the dwelling on a date not less than six months after the day on which the notice is given to the contract-holder.

### **Restrictions on Landlords Notice (F+)**

11.1. The landlord may not give notice under term 10.1 before the end of the period of six months starting with the occupation date of the contract.

11.2. If the contract is a substitute occupation contract, the landlord may not give notice under term 10.1 before the end of the period of six months starting with the occupation date of the original contract.

11.3. For the purposes of subsection 11.2 -

- a) an occupation contract is a substitute occupation contract if -
  - i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
  - ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
  - iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
- b) "original contract" means -
  - i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract.
  - ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

### **Restrictions on giving further notices (F+)**

12.1. A Landlord may not give the contract-holder a further notice under term 10.1 until:

- a) If the first notice is withdrawn, 6 months after the first notice is withdrawn however the Landlord may give one more notice during the period of 28 days starting with the day in which the first notice is given.
- b) If the period for making a possession claim has ended, 6 months from the last day the Landlord could have made the possession claim.

### **Restriction on Landlord giving notice following retaliatory possession claim (F+)**

13.1. If a landlord (having given a contract-holder a notice under term 10.1) has made a possession claim and the court has refused to make an order for possession because it considered the claim to be a retaliatory claim, The landlord may not give another notice under term 10.1 to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.

### **Recovery of possession (F+)**

14.1. If the landlord gives the contract-holder a notice under term 10.1, the landlord may after the date specified in the notice make a possession claim on that ground however not after a period of 2 months starting with that date.

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

### **Termination of contract on landlord's notice (F+)**

15.1. If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under term 10.1, the contract ends on the date specified in the notice.

15.2. If the contract-holder gives up possession of the dwelling after that date but in connection with the notice,

the contract ends -

- a) on the day on which the contract-holder gives up possession of the dwelling, or
- b) if an order for possession is made, on the date determined in accordance with section 206 of the Act.

15.3. The notice ceases to have effect if:

- a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or
- b) before the contract ends, and after the end of the period of 28 days starting with day on which the notice was given -
  - i) the landlord withdraws the notice by giving further notice to the contract-holder, and
  - ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.

### **Statutory restrictions on Landlords Notice under term 10.1 (F)**

16.1. A landlord may not give notice under term 10.1 at a time when -

- a) the contract-holder has not been given a written statement of the contract, or
- b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract.

16.2. A landlord who has failed to comply with terms 16.1 (a) or (b) may not give notice under term 10.1 during the period of six months starting with the day on which the landlord gave a written statement of the contract to the contract-holder.

16.3. A landlord may not give notice under term 10.1 at a time where any of the following apply:

- a) The landlord has not provided a notice required under term 51.1 (duty to provide information).
- b) The landlord has not complied with regulation 6(5) of the EPB Regulations. For the purposes of this term, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to a contract-holder when a certificate given to that contract-holder in compliance with that regulation ceases to be valid under the EPB Regulations).
- c) Security has been taken by the landlord in a form not permitted by term 4 and has not been returned to the person by whom it was given.
- d) A prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to the contract as described in section 2 or 3 of that Act, and that prohibited payment has not been repaid.

16.4. A landlord may not give a notice at a time when:

- a) A deposit has been paid in connection with the contract, but the initial requirements of an authorised deposit scheme have not been complied with.
- b) A deposit has been paid in connection with the contract, but the landlord has not provided the information required by section 45(2)(b).
- c) a deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

16.4.1. 16.4 (a)-(c) will not apply where a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on the contract-holder's behalf) either in full or with such deduction as may have been agreed, or an application to the county court has been made under paragraph 2 of Schedule 5 of the Act and has been determined by the county court, withdrawn, or settled by agreement between the parties.

16.5. A landlord may not give a notice at a time when -

- a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

16.5.1. In determining for the purposes of this paragraph whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following -

- a) a payment of rent under the contract.
- b) a payment required as security in respect of the contract.

16.6. A landlord may not give notice at a time when -

- a) the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Fitness for Human Habitation Regulations (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and
- b) as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

16.7. A landlord may not give notice at a time when -

- a) the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Fitness for Human Habitation Regulations (failure to obtain an electrical condition report, or to give the contract holder such a report or written confirmation of certain other electrical work), and
- b) as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

16.8. A landlord may not give notice at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety Regulations (requirement to provide or display report on safety etc. of gas installations).

16.9. For the purposes of 16.8, a landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when -

- a) the landlord has ensured that the contract-holder has been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of a gas safety record, and
- b) that record is valid.

16.10. For the purposes of sub-paragraph 16.9, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.

16.11. In this paragraph -

"Check for safety" means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations.

"Gas safety record" means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations.

"Gas Safety Regulations" means the Gas Safety (Installation and Use) Regulations 1998.

**Termination by landlord: serious rent arrears (F+)**

17.1. If the contract-holder under this contract is in serious rent arrears, the landlord may on that ground make a possession claim.

17.2. The contract-holder is in serious rent arrears -

- a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid.
- b) where the rental period is a month, if at least two months' rent is unpaid.
- c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears.
- d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

17.3. Section 216 of the Act provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder -

- a) was in serious rent arrears on the day on which the landlord gave the contract-holder the possession notice, and
- b) is in serious rent arrears on the day on which the court hears the possession claim.

**Restrictions on making a possession claim under 17: serious rent arrears (F+)**

18.1. Before making a possession claim on the ground in term 17.1, the landlord must give the contract-holder a possession notice specifying that ground.

18.2. The landlord under a periodic standard contract that is not an introductory standard contract, or a prohibited conduct standard contract may not make the claim -

- a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or
- b) after the end of the period of six months starting with that day.

**Termination of periodic standard contracts which were fixed term standard contracts (F+)**

19.1. The landlord under a periodic standard contract which arises under section 184(2) (periodic standard contract arising at end of fixed term) may make a possession claim in reliance on -

- a) a possession notice,
- b) a notice under section 186 of the Act, or
- c) a notice under a landlord's break clause, which the landlord gave to the contract-holder before the end of the fixed term contract.

19.2. Terms 14 and 15 -

- a) apply to a notice under section 186(1) of the Act as they apply to a notice under term 11.1, and
- b) apply to a possession claim made on the ground in section 186(5) of the Act in reliance on such a notice as they apply to a possession claim made on the ground in term 14.1 in reliance on a notice under term 9.1.

19.3. In any possession notice the landlord gives to the contract-holder, the landlord may rely on events which occurred before the end of the fixed term standard contract.

## Contract Digitally Signed By

*Here is a list of people set out to sign the contract, and signatures where they have been collected.*

*Where signatures have been collected dates and times are displayed in Coordinated Universal Time (UTC).*

### The Contract-holder

Signature	Printed Name	Date Signed	Email (verified)	IP Address
<u>-</u>	Tenant		Visible once signed	

### The Guarantor

Signature	Printed Name	Date Signed	Email (verified)	IP Address
<u>-</u>	Guarantor		Visible once signed	

### The Landlord

Signature	Printed Name	Date Signed	Email (verified)	IP Address
<u>-</u>	Landlord		Visible once signed	