

**THIS IS A DRAFT EXAMPLE OF YOUR OCCUPATION CONTRACT. THIS DRAFT EXAMPLE MAY BE SUBJECT TO CHANGE AND YOU WILL BE PROVIDED WITH A COPY OF YOUR OCCUPATION CONTRACT PRIOR TO COMPLETION.**

**PLEASE NOTE THAT THE DEPOSIT PROVIDER MAY DIFFER FROM THAT STATED.**

## **PART 1**

### **FIXED TERM STANDARD OCCUPATION CONTRACT – EXPLANATORY INFORMATION**

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

Your landlord must give you a 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. The terms of the potential periodic contract will be those contained in Annex 2 unless you and your Landlord agree otherwise.

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 you a right to occupy the dwelling for the term set out below. If you remain in occupation of the dwelling after the end of the term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling. The terms that will apply to the potential periodic standard contract are contained in Annex 2. If however, you and your landlord agree a new occupation contract for the dwelling with an occupation date falling immediately after this fixed term ends, then a periodic tenancy will not arise. The new contract agreed with your Landlord will then apply.

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

#### THIS CONTRACT IS MADE ON THE

This contract is between:

LANDLORD NAMES (landlord)(s)

and:

CONTRACT HOLDER NAMES (contract-holder)(s)

and:

GUARANTOR NAMES (guarantor)

It relates to: DWELLING ADDRESS (the dwelling)

The initial rent is RENT AMOUNT (RENT IN WORDS) per calendar month ("Rent")

The first payment is to be made on CONTRACT START DATE which is 72 hours prior to the commencement of the Contract

And further payments are to be made in advance on the RENT DUE DATE day of each month

#### **RENT IN ADVANCE (DELETE IF NOT APPLICABLE)**

Rent: RENT AMOUNT (RENT IN WORDS) per calendar month ("Rent") per calendar month subject to any further provisions within this Occupation Contract

Payable: The amount of RENT AMOUNT (RENT IN WORDS) payable in full and in advance

Payment: Payment shall be made to the Landlord's Agent in cleared funds by the CONTRACT START DATE which is 72 hours prior to the commencement of the Contract

Remitted: in full to the Landlord by the Landlord's Agent at the commencement of the Contract less any costs incurred

This fixed term standard contract will end on CONTRACT END DATE

You can contact the landlord

by post: LANDLORD ADDRESS

The Contract-holder's email address is: CONTRACT HOLDERS EMAIL ADDRESS

You have opted for the No Deposit Option

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

OCCUPATION START DATE

The Landlord's Agent is:

The Romans Group (UK) Limited whose registered office is Crowthorne House, Nine Mile Ride, Wokingham, Berks RG40 3GZ

The Permitted Occupiers are:

of **\*\*PERMITTED OCCUPANTS ADDRESS\*\***

Please sign below as evidence of your agreement to this contract

Contract-holder(s)

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Landlord(s)

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Guarantor

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Rent Smart Wales

Registration Number

(if applicable)

Licence Number                      Moginie James #LR-21095-45512 / Leaders #LR – 73041-43221 / Landlord Own

**\*\*DELETE AS APPLICABLE**

(if applicable)

DRAFT EXAMPLE

## PART 3

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

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ANNEX 1

ANNEX 2



## TERMS

### 1. DEFINITIONS & INTERPRETATION

- 1.1. **"Landlord"** is the person named in Part 2 and has the meaning conferred by Section 244 of the Renting Homes (Wales) Act 2016
- 1.2. **"Contract-holder"** is the person named in Part 2 has the meaning conferred by section 7 of the Renting Homes (Wales) Act 2016
- 1.3. **"Tenant"** any reference to Tenant in this contract or any associated documentation shall mean the Contract-holder
- 1.4. **"Contract"** shall mean this occupancy contract
- 1.5. **"Dwelling"** is stated in Part 2 and has the meaning conferred by section 246 of the Renting Homes (Wales) Act 2016
- 1.6. **"Joint and Several"** has the meaning conferred by section 48(1) of the Renting Homes (Wales) Act 2016
- 1.7. References to the singular include the plural.
- 1.8. **"Property"** any references to the Property in this contract of any associated documentation shall mean the dwelling
- 1.9. **"The Building"** means any building of which the dwelling forms part.
- 1.10. **"The Landlord's Agent"** means The Romans Group (UK) Limited whose registered office is Crowthorne House, Nine Mile Ride, Wokingham, Berks RG40 3GZ and or any other Agent subsequently appointed by the Landlord.
- 1.11. **"Fixtures and Fittings"** means everything listed in any Inventory supplied.
- 1.12. **"Inventory"** means the Inventory and Schedule of Condition document drawn up prior to the commencement of the contract by the Landlord or Inventory Clerk which shall include the Fixtures and Fittings in the dwelling including all matters specified in the Inventory, a copy of which will be given to the Contract-holder by the Landlord or the Landlord's Agent at the start of the contract.
- 1.13. **"Term"** means the period that occupation is permitted as set out in Part 2 and includes any extension or continuation of the contract or any statutory periodic occupation contract which may arise following the expiry or determination of the period of the Term specified in Part 2
- 1.14. **"No Deposit Option"** means the scheme entered into by both the Landlord and Contract-holder relating to this Occupation Agreement.
- 1.15. **"Notice Period"** means the amount of notice that the Landlord must give the Contract-holder and vice versa.
- 1.16. **"Notice"** means any notice given in writing.
- 1.17. **"Emergency"** has the meaning set out in clause 24 (4) of this contract.
- 1.18. **"Water charges"** means and includes references to water sewerage and environmental service charges.
- 1.19. **"Superior Landlord"** means and includes people or persons to whom the ownership or interest in the dwelling (where it is a leasehold property) might revert in the fullness of time.
- 1.20. **"Superior Lease"** means the document which sets out the obligations your Landlord has made to their Superior Landlord. The promises contained in this Superior Lease will bind the Contract-holder if they have prior knowledge of those promises.
- 1.21. **"Permitted Occupier"** has the meaning conferred by section 244 of the Renting Homes (Wales) Act 2016 and is permitted to live at the dwelling pursuant to clauses 14 and 30.
- 1.22. **"The Policy"** means any insurance policy held by the Landlord for the dwelling or the Fixtures and

Fittings.

- 1.23. The Contract-holder and Landlord agree that the laws of England & Wales shall apply to this Agreement.
- 1.24. The basis upon which the Landlord can recover possession from the Contract-holder, during the fixed Term are set out in this contract and contained within the Renting Homes (Wales) Act 2016

### **Rent and other charges**

#### **Payment of rent (A)**

2.

- (1) You are required to pay rent at the rate and on the dates as stated in Part 2 of this agreement. Payment is to be made by Standing Order Mandate to Sort Code: 20-00-00, Account Number: 43333752 in the name of The Romans Group (UK) Limited
- (2) You shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this contract on the ground that the Landlord's Agent holds the Deposit or any part of it.
- (3) If you vacate the dwelling during the term but not in compliance with any break clause, you will remain liable to pay rent and any other monies payable under this contract until the term expires, or until the written consent of the landlord to release you from the terms of this contract (which may be refused) or until the dwelling is re-let, or until the expiry of any abandonment notice served section 220 of the Act, whichever is the earlier.
- (4) If a Contract holder ceases to occupy the dwelling and a notice is served under s225 or 227 of the Act resulting in them ceasing to be party under the Occupation Contract, the remaining Contract holders will continue to be joint and severally liable for the full Rent.

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

3.

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

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

4.

You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation. When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

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

5.

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

#### **Further Charges and Utilities (A)**

6.

- (1) You must pay the Council Tax (or any similar charge which replaces it) in respect of the dwelling either

directly to the local authority, or by paying that sum to the Landlord where the Landlord has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.

- (2) You must pay all charges falling due for the following services used during the Contract and to pay such proportion of any standing charge for those services as reflects the period of time that this Contract was in force:
- (a) gas
  - (b) water (including sewerage and other environmental services)
  - (c) the emptying of septic tanks or cesspits
  - (d) electricity
  - (e) any other fuel charges
  - (f) telecommunications including broadband, ADSL lines, cable and satellite if applicable
  - (g) television licence
- (3) You must compensate the Landlord in damages for all reasonable costs and expenses awarded by the court or incurred by the Landlord for the following:
- (a) recovering or attempting to recover any Rent or other monies in arrears, or possession of the dwelling (be it as a result of a breach of this Contract or otherwise upon you failing to vacate the dwelling when required to do so) and all related legal and trace fees;
  - (b) the enforcement of any reasonable obligation of yours under this Contract or recovery of any reasonable loss suffered by the Landlord as a result of your breach of such obligation;
  - (c) the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence or accidental damage by you, your family or your visitors;
  - (d) the service of any Notice relating to any major breach of this contract whether or not court proceedings are brought;
  - (e) any re-letting costs or commission incurred by the Landlord if you vacate the dwelling early apart from according to a break clause;
- (4) You must pay the television licence regardless of the ownership of the equipment.
- (5) You must pay certain other charges that may arise during the course of this tenancy full details of which are published on the Landlord's Agent's website – alternatively full details can be obtained in writing from that Agent's local office.

### **Deposit**

#### **Form of security (F+)**

7.

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)**

8.

- (1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must -

- (a). comply with the initial requirements of the authorised deposit scheme, and
  - (b). give you (and any person who has paid the deposit on your behalf) the required information.
- (3) The required information is such information as may be 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 your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

#### **Dealing with Damages and Dilapidations at the end of the Occupation Contract (A)**

9.

- (1) The Landlord/Landlord's Agent must confirm to you in writing if there are any proposed charges.
- (2) You must confirm in writing whether you agree with the schedule of damages showing the amounts owing at the end of the Occupation Contract or raise a formal dispute within 30 days of receiving notification of the schedule.
- (3) If you fail and/or refuse to do either within such 30 day period you will be deemed to agree the schedule of damages and your liability to pay the amount of this damage – and in the absence of payment acknowledge that debt collectors and/or lawyers may be instructed to recover such damages from you and that in such case you may incur further liability in terms of costs and/or interest.

#### **Dispute as to Charges (A)**

10.

- (1) In the event that a formal dispute is raised by you, then you agree that such dispute will be referred to adjudication by HF Resolution Ltd. You agree to be bound by the findings of the adjudicator who will make a final decision on any dispute as to how much the Contract Holder(s) are liable to pay at the end of the Occupation Contract. The adjudication fee charged by HF Resolution Ltd is (currently) £185 plus VAT (£222 inclusive of VAT) and such fee or an apportionment thereof (pro rata), based on the percentage of the disputed amount awarded in the Landlord and/or Contract Holders favour, is payable by the Contract Holder(s) on completion of the adjudication in addition to such sum as the adjudicator may award. The parties agree that the HF Resolution Ltd adjudication decision will be final and binding on the parties with no right to appeal through the No Deposit Option scheme.
- (2) If the parties disagree with the findings of the adjudication decision, they will be required to take the matter to court. This will involve the parties first showing that the adjudication decision was incorrect and then making their claim on any damages / dilapidations. The parties will still be required to comply with the findings of the decision while they go through the court process. HF Resolution Ltd reserve the right to decline a dispute if the matter is deemed too complicated or complex for adjudication and it requires the courts to resolve matters.
- (3) The statutory rights of you or the Landlord to take legal action against the other through the County Court remain unaffected.

#### **Charges that may be made at the End of Term (A)**

11.

- (1) At the end of the contract the Landlord or Landlord's Agent is entitled to charge any monies referred to in this Contract. The Landlord or Landlord's Agent may charge monies to compensate the Landlord for losses caused for any or all of the following reasons:
- (a). Any damage, or compensation for damage to the dwelling its fixtures and fittings or for missing items for which you may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the contract, insured risks and repairs that are the responsibility of the Landlord.
  - (b). The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by of your obligations under the contract, including those relating to the cleaning of the dwelling, its fixtures and fittings.
  - (c). Any damage caused or cleaning required as a result of any pets occupying the dwelling (whether or not the Landlord consented to its presence).
  - (d). Any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority.
  - (e). Any other breach by you of the terms of this contract.
  - (f). Any instalment of the rent which is due but remains unpaid at the end of the Contract.
  - (g). Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the dwelling for which you are liable

### **Prohibited conduct**

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

12.

- (1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) -
  - (a) to live in the dwelling subject to this contract, or
  - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.
- (2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity -
  - (a) in the dwelling subject to this contract, or
  - (b) in the locality of that dwelling.
- (3) You must not engage or threaten to engage in conduct -
  - (a) capable of causing nuisance or annoyance to -
    - (i) the landlord, or
    - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
  - (b) that is directly or indirectly related to or affects the landlord's housing management functions.
- (4) You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.
- (5) You must not, by any act or omission -
  - (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in 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)**

13.

- (1) You must not carry on or permit any trade or business at the dwelling ~~without the landlord's consent.~~  
YOU MUST NOT REGISTER A COMPANY AT THE ADDRESS OF THE DWELLING.
- (2) YOU MUST OCCUPY THE DWELLING AS YOUR ONLY OR PRINCIPAL HOME DURING THE TERM OF THE CONTRACT.
- (3) WHERE THERE ARE JOINT CONTRACT-HOLDERS, AT LEAST ONE OF YOU MUST OCCUPY THE DWELLING AS YOUR ONLY OR PRINCIPAL HOME DURING THE TERM OF THE CONTRACT.

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

14.

- (1) You may NOT permit persons ~~who are not lodgers or sub-holders~~ to live in the dwelling AS A HOME UNLESS THE LANDLORD HAS GIVEN PREVIOUS WRITTEN CONSENT.
- (2) YOU MAY HAVE A VISITOR STAY AT THE DWELLING FOR A PERIOD OF NOT MORE THAN THREE WEEKS WITHIN ANY THREE MONTH PERIOD.

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

15.

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

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

16.

- (1) The landlord OR LANDLORD'S AGENT 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 21 and 22 of this contract.
- (2) The landlord OR LANDLORD'S AGENT must give at least 24 hours' notice to you before exercising that right.
- (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 21 and 22 the landlord needs to carry out works or repairs in another part of the building.
- (4) The landlord is not liable for failing to comply with the obligations under terms 21 and 22 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)**

17.

- (1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 20(2) and (3), the landlord OR LANDLORD'S AGENT 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.
- (2) But the landlord OR LANDLORD'S AGENT must give you at least 24 hours' notice before entering the dwelling.

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

18.

- (1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord OR LANDLORD'S AGENT immediate access to the dwelling.
- (2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.
- (3) If the landlord OR LANDLORD'S AGENT enters the dwelling in accordance with paragraph (2) of this term, the landlord OR LANDLORD'S AGENT must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.
- (4) For the purposes of paragraph (1) in this term, an emergency includes:
  - (a). something that 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 you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

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

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

19.

You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must -

- (1) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
- (2) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the landlord OR THE LANDLORD'S AGENT,
- (3) keep the dwelling in a state of reasonable decorative order, and
- (4) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

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

20.

- (1) You must notify the landlord OR LANDLORD'S AGENT as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility.
- (2) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord's responsibility, you 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.

- (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 you, any permitted occupier or any person visiting the dwelling.

**Care of the dwelling – landlord's obligations**

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

21.

- (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.
- (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+)**

22.

- (1) The landlord must -
- (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
  - (b) keep in repair and proper working order the service installations in the dwelling.
- (2) If the dwelling forms part only of a building, the landlord must -
- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
  - (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either -
    - (i) forms part of any part of the building in which the landlord has an estate or interest, or
    - (ii) is owned by the landlord or is under the landlord's control.
- (3) The standard of repair required 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.
- (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.
- (5) THE LANDLORD MUST COMPLY WITH THE STATUTORY OBLIGATIONS TO REPAIR THE DWELLING AS SET OUT IN SECTIONS 11 OF THE LANDLORD AND TENANT ACT 1985 (AS AMENDED BY THE HOUSING ACT 1988 AND 1996) IF APPLICABLE TO THIS OCCUPATION CONTRACT. THESE SECTIONS IMPOSE ON THE LANDLORD OBLIGATIONS TO REPAIR THE STRUCTURE OF THE DWELLING AND EXTERIOR (INCLUDING DRAINS, GUTTERS AND PIPES) AND CERTAIN INSTALLATIONS FOR THE SUPPLY OF WATER, ELECTRICITY, GAS AND SANITATION (INCLUDING BASINS, SINKS, BATHS AND SANITARY CONVENIENCES) AND FOR SPACE HEATING OR WATER HEATING BUT NOT OTHER FIXTURES, FITTINGS, AND APPLIANCES FOR MAKING USE OF THE SUPPLY OF WATER AND ELECTRICITY. THIS OBLIGATION ARISES ONLY AFTER NOTICE HAS BEEN GIVEN TO THE LANDLORD BY YOU OF THE WANT OF REPAIR AND TO REPLY TO ANY WRITTEN REQUEST OR NOTIFICATION FROM YOU WITHIN FOURTEEN DAYS OF A WRITTEN SUBMISSION AND TO CARRY OUT ANY NECESSARY WORK TO REMEDY THE DEFECT WITHIN A REASONABLE TIME OF BEING NOTIFIED.



- (6) THE LANDLORD WILL REPAY TO YOU ANY REASONABLE COSTS INCURRED BY YOU TO REMEDY THE FAILURE OF THE LANDLORD TO COMPLY WITH THEIR STATUTORY OBLIGATIONS.
- (7) THE LANDLORD WILL KEEP IN REPAIR AND PROPER WORKING ORDER ALL MECHANICAL AND ELECTRICAL ITEMS BELONGING TO THE LANDLORD AND FORMING PART OF THE FIXTURES AND FITTINGS, UNLESS THIS OBLIGATION HAS BEEN EXCLUDED BY INDIVIDUAL NEGOTIATION BETWEEN THE PARTIES OR UNLESS SUCH REPAIR IS OCCASIONED BY FAULT, NEGLIGENCE OF MISUSE BY YOU OR YOUR FAMILY OR YOUR VISITORS – WHERE IT SHALL BE YOUR RESPONSIBILITY TO PROCURE SUCH REPAIR AND/OR REPLACEMENT.
- (8) IN THE ABSENCE OF A WORKING TELEVISION AERIAL AT THE DWELLING, THE LANDLORD WILL MEET THE COST OF THE PROFESSIONAL INSTALLATION AND MAINTENANCE OF SUCH AN AERIAL IN ORDER THAT THE CONTRACT-HOLDER MAY RECEIVE STANDARD FREE TO VIEW TELEVISION ALWAYS PROVIDED THE INSTALLATION OF SUCH AN AERIAL IS PERMITTED ON THE DWELLING OR THE BUILDING AND IS IN ACCORDANCE WITH ANY RELEVANT PLANNING REGULATIONS IMPOSED BY THE LOCAL AUTHORITY.

**Further landlord obligations in relation to terms 21 and 22 (F+)**

23.

- (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 21 and 22.
- (2) The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 21 and 22.

**Limits on landlord obligations in relation to terms 21 and 22: General (F+)**

24.

- (1) Term 21(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- (2) The landlord's obligations under terms 21(1) and 22(1) do not require the landlord -
  - (a) to keep in repair anything which you are 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.
- (3) If the dwelling forms part only of a building, the landlord's obligation under terms 21(1) and 22(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.
- (4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term are fire, storm, flood or other inevitable accident.
- (5) Term 22(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of -
  - (a) the dwelling, or
  - (b) the common parts that you are entitled to use under this contract.

**Limits on landlord obligations in relation to terms 21 and 22: contract-holder's fault (F+)**

25.

- (1) Term 21(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.
- (2) The landlord is not obliged by term 22(1) or (2) to carry out works or repairs if the disrepair, or the failure

of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

- (3) "Lack of care" means a failure to take proper care -
- (a) of the dwelling, or
  - (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

#### **Limits on landlord obligations in relation to terms 21 and 22: notice (F+)**

26.

- (1) The landlord's obligations under term 21(1)(b) and under term 22(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
- (2) The landlord complies with the obligations under term 21(1)(b) and under term 22(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.
- (3) If -
  - (a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
  - (b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 21(1) or 22(1) or (2),

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

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

27.

- (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 21 or 22, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.
- (2) But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract.

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

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

28.

- (1) You must not make any alteration to the dwelling without the consent of the landlord OR THE LANDLORD'S AGENT.
- (2) 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 INTERNAL AND external decoration to the dwelling.

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

29.

- (1) YOU AGREE TO NOTIFY THE SUPPLIERS OF GAS, WATER, ELECTRICITY AND TELEPHONE SERVICES TO THE DWELLING THAT THIS CONTRACT HAS STARTED AND TO REGISTER THE SERVICES IN YOUR NAME WITH ALL INVOICES AND DEMANDS FOR PAYMENT TO BE SENT IN YOUR NAME.
- (2) YOU AGREE THAT ON COMMENCEMENT OF THE CONTRACT THE INTENTION WILL BE FOR THE GAS AND ELECTRICITY SUPPLIES TO BE PROVIDED BY OVO GAS LTD, OVO (S) GAS LTD AND OVO ELECTRICITY LTD ("OVO ENERGY"). YOUR RIGHT TO CHANGE TO A DIFFERENT ENERGY SUPPLIER IS NOT AFFECTED.
- (3) YOU AGREE THAT THE LANDLORD'S AGENT MAY PASS ON YOUR NAME AND CONTACT DETAILS (INCLUDING TELEPHONE NUMBER AND EMAIL ADDRESS) TO OVO ENERGY (AND ANY MEMBER OF THE OVO ENERGY GROUP OF COMPANIES) FOR THE PURPOSES OF REGISTERING THE GAS AND ELECTRICITY METERS AT THE DWELLING IN YOUR NAME WITH OVO ENERGY, PROVIDING GAS AND ELECTRICITY TO YOU AND ADMINISTERING THE YOUR ACCOUNT WITH OVO ENERGY.
- (4) THE RELEVANT OVO ENERGY LTD PRIVACY NOTICE IS AVAILABLE AT [HTTPS://WWW.OVOENERGY.COM/PRIVACY-POLICY](https://www.ovoenergy.com/privacy-policy).
- (5) You may change any of the suppliers to the dwelling of -
  - (a) electricity, gas, or other fuel or water (including sewerage) services;
  - (b) telephone, internet, cable television or satellite television services.
- (6) You must inform the landlord OR LANDLORD'S AGENT as soon as reasonably practicable of any changes made pursuant to paragraph (4) of this term.
- (7) Unless the landlord consents, you 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 INCLUDING THE INSTALLATION OF PRE-PAYMENT METERS FOR UTILITIES.
- (8) For the purposes of paragraph (7)(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.
- (9) YOU MUST IMMEDIATELY PROCURE THE RE-CONNECTION OF ANY SERVICE (INCLUDING MAKING ANY ARREARS PAYMENT) FOLLOWING DISCONNECTION OF SUCH SERVICES WHETHER CAUSED BY YOUR FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE OCCUPANCY CONTRACT OR BY ANYTHING DONE OR NOT DONE BY YOU.

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

**Security of the dwelling – unoccupied periods (S)**

30.

If you become aware that the dwelling has been or will be unoccupied for 21 ~~28~~ or more consecutive days, you must notify the landlord as soon as reasonably practicable. YOU MUST COMPLY WITH ANY CONDITIONS SET OUT IN THE LANDLORD' S POLICY OF INSURANCE RELATING TO EMPTY DWELLING, A COPY OF THE RELEVANT POLICY AND SCHEDULE OF INSURANCE HAVING BEEN

PROVIDED TO YOU. THIS PROVISION SHALL APPLY WHETHER OR NOT, THE LANDLORD HAS BEEN OR SHOULD HAVE BEEN NOTIFIED OF THE ABSENCE.

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

31.

- (1) You must take reasonable steps to ensure the dwelling is secure.
- (2) You may not 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~~ WITHOUT THE PRIOR CONSENT OF THE LANDLORD.
- (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, you must notify the landlord OR LANDLORD'S AGENT as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.
- (4) YOU MUST RETURN ALL KEYS REMOTE CONTROLS, OR OTHER SECURITY DEVICES TO THE LANDLORD OR LANDLORD'S AGENT AT THE END OF THE CONTRACT AND PAY THE REASONABLE COST OF REPLACEMENT REMOTE CONTROLS OR OTHER SECURITY DEVICES THAT HAVE BEEN LOST OR NOT RETURNED.
- (5) YOU MUST USE ALL SECURITY BOLTS AND LOCKS ON ALL WINDOWS AND DOORS AND THE SECURITY ALARM (IF APPLICABLE), ON ANY OCCASION THAT THE DWELLING IS LEFT VACANT.
- (6) YOU MUST COMPENSATE THE LANDLORD FOR THE COSTS WHERE YOU, YOUR FAMILY OR VISITORS HAVE ACCIDENTALLY OR NEGLIGENTLY SET OFF THE BURGLAR ALARM (IF APPLICABLE) FOR THE COSTS OF THE ALARM TO BE REPAIRED OR RESET AS REQUIRED WHICH SHOULD BE IMMEDIATELY ARRANGED WITH THE APPLICABLE ALARM COMPANY.
- (7) YOU MUST INFORM THE LANDLORD OR LANDLORD'S AGENT OF ANY CHANGE TO THE ALARM CODE WITHIN 2 DAYS OF ANY SUCH CHANGE.

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

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

32.

- (1) You may not deal with this contract, the dwelling or any part of the dwelling except -
  - (a) in a way permitted by this contract, or
  - (b) in accordance with a family property order (see section 251 of the Act).
- (2) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except -
  - (a) in a way permitted by this contract, or
  - (b) in accordance with a family property order.
- (3) If you do anything in breach of 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) you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).
- (4) "Dealing" includes -
  - (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
  - (b) transferring;
  - (c) mortgaging or otherwise charging.

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

33. You 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+)**

34.

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

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

35.

- (1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are -
  - (a). fully entitled to all the rights under this contract, and
  - (b). liable to perform fully every obligation owed to the landlord under this contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- (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.
- (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)**

36.

- (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 36 to 39, 42 to 50 and term 60, or
  - (b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- (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+)**

37.

- (1) If the landlord and you agree to end this contract, this contract ends -
  - (a) when you give up possession of the dwelling in accordance what you agree with the landlord, or
  - (b) if you do not give up possession and a substitute occupation contract is made, immediately

before the occupation date of the substitute occupation contract.

- (2) An occupation contract is a substitute contract if -
- (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
  - (b) you were also the contract-holder under the original contract.

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

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

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

39.

- (1) If you are sole contract-holder, this contract ends -
  - (a) one month after your death, or
  - (b) if earlier, when the landlord is given notice of your death by the authorised persons.
- (2) The authorised persons are -
  - (a) your personal representatives, or
  - (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.
- (3) The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.
- (4) The contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person.
- (5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, 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)**

40.

- (1) When you vacate the dwelling at the end of this contract, you must -
  - (a) remove from the dwelling all property, PERSONAL EFFECTS AND FOODSTUFFS belonging -
    - (i) to you, 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 all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.
  - (d) ARRANGE FOR THE READING OF THE GAS, ELECTRICITY AND WATER METER, IF APPLICABLE
  - (e) NOTIFY THE LANDLORD'S AGENT OF A FORWARDING ADDRESS FOR YOU WHERE YOU INTEND TO RESIDE AND IF THE INFORMATION IS NOT PROVIDED THE LANDLORD'S AGENT SHALL BE ENTITLED TO INSTRUCT ENQUIRY AGENTS TO OBTAIN AN ADDRESS AND TRACE YOU IF REQUIRED.
- (2) IF IN BREACH OF THIS CLAUSE THE DWELLING IS LEFT FULL OF BULKY FURNITURE OR A

LARGE AMOUNT OF OTHER DISCARDED ITEMS BELONGING TO YOU WHICH PREVENTS THE LANDLORD FROM RE-LETTING, SELLING OR OCCUPYING THE DWELLING, OR MAKING ANY OTHER USE OF THE DWELLING UNTIL THE ITEMS ARE REMOVED FROM THE DWELLING; YOU SHALL REMAIN LIABLE FOR DAMAGES FOR LOST RENT AND OTHER MONIES UNDER THIS CONTRACT. THE LANDLORD OR THE LANDLORD'S AGENT MAY (BUT IS NOT OBLIGED TO) REMOVE, STORE, OR DISPOSE (WITHOUT LIABILITY) OF THE ITEMS AFTER GIVING YOU AT LEAST 14 DAYS WRITTEN NOTICE, ADDRESSED TO YOU AT THE FORWARDING ADDRESS PROVIDED BY YOU; OR IN THE ABSENCE OF ANY ADDRESS AFTER MAKING REASONABLE EFFORTS TO CONTACT YOU THAT THEY CONSIDER THE ITEMS TO BE ABANDONED AND YOU FAILED TO COLLECT THEM.

- (3) IF IN BREACH OF THIS CLAUSE SMALL ITEMS ARE LEFT AND THEY CAN BE EASILY MOVED AND STORED THE LANDLORD MAY ELECT TO REMOVE THEM FROM THE DWELLING AND STORE THEM FOR A MAXIMUM OF FOURTEEN DAYS. YOU WILL BE LIABLE TO PAY DAMAGES IN RESPECT OF ALL REASONABLE REMOVAL AND STORAGE CHARGES. HOWEVER, SUCH CHARGES WILL ONLY BE INCURRED WHERE THE LANDLORD OR THE LANDLORD'S AGENT HAS GIVEN YOU WRITTEN NOTICE THAT THEY CONSIDER THAT ITEMS HAVE NOT BEEN CLEARED AND YOU HAVE FAILED TO COLLECT THE PROPERTY PROMPTLY THEREAFTER.
- (4) YOU PERMIT THE LANDLORD OR THE LANDLORD'S AGENT AT THE TERMINATION OR EARLIER ENDING OF THE CONTRACT TO GIVE YOUR FORWARDING ADDRESS TO THE SUPPLIERS OF GAS, WATER, ELECTRICITY AND TELEPHONE SERVICES TO THE DWELLING AND TO THE LOCAL AUTHORITY.

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

41.

The landlord must repay, within a reasonable time at the end of this contract, to you 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+)**

42.

- (1) You may end this contract at any time before the earlier of -
  - (a) the landlord giving you a written statement of this contract under term 55(1), or
  - (b) the occupation date.
- (2) To end this contract under paragraph (1) of this term, you must give a notice to the landlord stating that you are ending this contract. Term 61 provides information on how to give notice.
- (3) On giving the notice to the landlord, you -
  - (a) cease to have any liability under this contract, and
  - (b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

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

43.

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)**

44.

The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in terms 46 to 51 and 60.

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

45.

- (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 47 (in relation to a breach of contract by a contract-holder);
  - (b) term 49 (in relation to estate management grounds);
  - (c) term 51 (in relation to serious rent arrears).
- (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+)**

46.

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

47.

- (1) Before making a possession claim on the ground in term 46, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may make a possession claim in reliance on a breach of term 12 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.
- (3) The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.
- (4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.

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

48.



- (1) The landlord may make a possession claim on one or more of the estate management grounds.
- (2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex 1 to this contract.
- (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 you (or will be available to you when the order takes effect).
- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.
- (5) 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 48 (estate management grounds) (F+)**

49.

- (1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may not make the claim -
  - (a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.
- (4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) -
  - (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
  - (b) after the end of the period of twelve months starting with that day.
- (5) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

**Serious rent arrears (F+)**

50.

- (1) If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.
- (2) You are seriously in arrears with your rent -
  - (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
  - (b) where the rental period is a month, if at least two months' rent is unpaid;
  - (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;

- (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- (3) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights under the Human Right Act 1998) make an order for possession of the dwelling if it is satisfied that you -
  - (a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and
  - (b) are seriously in arrears with your rent on the day on which the court hears the possession claim.

#### **Restrictions on making a possession claim under term 50 (serious rent arrears) (F+)**

51.

- (1) Before making a possession claim on the ground in term 50, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may not make the claim -
  - (a) before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or
  - (b) after the end of the period of six months starting with that day.

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

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

52.

- (1) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends -
  - (a) if you give up possession of the dwelling on or before that date, on that date,
  - (b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
  - (c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.
- (2) 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.
- (3) This contract ends immediately before the occupation date of the new contract.

#### **Variation**

##### **Variation (F – except 53. (1)(a) which is F+)**

53.

- (1) This contract may not be varied except -
  - (a) by agreement between you 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.

- (2) A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 54.

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

54.

- (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).
- (2) The fundamental terms to which paragraph (1) of this term applies are -
- (a) term 8 (requirement to use deposit scheme),
  - (b) term 12 (anti-social behaviour and other prohibited conduct),
  - (c) term 35 (joint contract-holder ceasing to be a party to the occupation contract),
  - (d) term 36 (permissible termination),
  - (e) term 39 (death of sole contract-holder),
  - (f) term 44 (possession claims),
  - (g) term 53(1)(b) and (2),
  - (h) this term, and
  - (i) term 60 (false statement inducing - landlord to make contract to be treated as breach of conduct).
- (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 your 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.
- (4) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).
- (5) 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+)**

55.

- (1) The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.
- (2) If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with-
- (a) the day on which the identity of the contract-holder changes, or
  - (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

- (3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.
- (4) You may request a further written statement of this contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give you the further written statement before the end of the period of 14 days starting with -
  - (a) the day of the request, or
  - (b) if the landlord charges a fee, the day on which you pay the fee.

#### **Written statement of variation (F+)**

56.

- (1) If this contract is varied the landlord must, before the end of the relevant period, give you -
  - (a) a written statement of the term or terms varied, or
  - (b) a written statement of this contract as varied.
- (2) The relevant period is the period of 14 days starting with the day on which this contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

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

57.

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

#### **Compensation for breach of term 57 (F+)**

58.

- (1) If the landlord fails to comply with an obligation under term 57, the landlord is liable to pay you compensation under section 87 of the Act.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until -
  - (a) the day on which the landlord gives the notice in question, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.
- (4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.
- (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

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

59.

- (1) The landlord must provide you with an inventory in relation to the dwelling no later than the date by

which the landlord must provide you with the written statement of this contract in accordance with term 55.

- (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.
- (3) If you disagree with the information within the inventory, you may provide comments to the landlord.
- (4) Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.
- (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 you, or
  - (b) inform you that the comments are not agreed, and re-send the original inventory to you, 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 you, 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)**

60.

- (1) If the landlord is induced to make this contract by means of a relevant false statement —
  - (a) you are to be treated as being in breach of this contract, and
  - (b) the landlord may accordingly make a possession claim on the ground in term 46 (breach of contract).
- (2) A relevant false statement is one which if it is made knowingly or recklessly by —
  - (a) you, or
  - (b) another person acting at your instigation.

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

61.

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

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

62.

You must —

- (1) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and
- (2) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other documents to the landlord.

#### **Address for Notices (A)**

63.

- (1) The Landlord has notified you on Form RHW2 of the address at which notices (including notices in proceedings) or other documents intended for the Landlord may be sent or served.

- (2) The address at which notices may be served on the Contract-holder is the dwelling address or such other address that may be notified to the Landlord in writing from time to time.
- (3) Notices and any documents required to be provided under statutory obligations (whether served prior to or during the occupation contract) may be served on the Contract Holder electronically using the email address in Part 2 or otherwise provided to the Landlord or the Landlord's Agent from time to time, either by email or by DocuSign or Signature Sense or a similar electronic document platform and having been so sent is deemed served on the next Working Day provided that such is sent to the recipient's said email address and within 12 hours no rejection of such email or "bounce back" has been received.
- (4) For the purposes of s237(4) of the Act, the Landlord is not willing to accept service of a Notice in an electronic form.

#### **Interest (A)**

64.

You must pay interest on any payment of Rent not made on time at the interest rate of 3% above the Bank of England Base rate

#### **Smoking (A)**

65.

You must not smoke, vape or smoke e-cigarettes or permit any other resident in the dwelling or any guest or visitor to smoke tobacco, vape or smoke e-cigarettes or any other substance in the dwelling or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this term, you will be liable for or to compensate the Landlord in damages for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the dwelling of the odour of nicotine, incense, or any other substance caused by you or any visitor to the dwelling and to restore the interior to the condition described in the Inventory if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the dwelling.

#### **Safety (A)**

66.

The Landlord shall ensure:

- (1) that all the furniture and equipment within the dwelling complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- (2) that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Landlord Gas Safety Record will be given to the Contract-holder before start of this Contract.
- (3) that there is a valid electrical installation report as required by the Renting Homes (Wales) Act 2016 and all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, Plugs and Sockets, etc. (Safety) Regulations 1994 and also Part P Building Regulations January 2005.
- (4) that any electrician carrying out electrical work at the dwelling is a member of an approved scheme.
- (5) a smoke alarm is provided on each storey of the dwelling and a carbon monoxide detector in any room with a solid fuel burning appliance for any new Contract granted; to have these checked and tested to ensure they are fully operational at the start of the Contract and to hold a written record proving that the tests have been carried out.

67.

You must:

- (1) test all smoke alarms and carbon monoxide alarms in the dwelling at least once a month and to notify the Landlord or the Landlord's Agent promptly of any defect or lack of repair. You must ensure that batteries are operational in the smoke alarms and carbon monoxide alarms at all times; and to replace any battery promptly when it becomes defective or reaches the end of its useful life; and to make and keep a record of the tests noting down the time and the date of the testing and the current satisfactory operational state of the alarms and detector.
- (2) not keep any dangerous or inflammable goods, materials or substances in or on the dwelling, apart from small quantities of fuel, and other items, stored in a safe manner, required for general domestic household use
- (3) not introduce into the dwelling any portable heaters fired by liquid or bottled gas fuels.
- (4) not barbecue in or on the dwelling including any balcony, roof terrace or garden if the dwelling is subject to a head lease; or if the dwelling is freehold to barbecue only in designated areas as agreed with the Landlord or the Landlord's Agent.
- (5) run all taps in sinks, basins and baths, flush lavatories and run any showers for twenty minutes upon taking up occupation and after the dwelling has been vacant for any period of seven days or more, to reduce any risk against legionella.
- (6) regularly top up any water softener left at the dwelling with the correct salts at your own expense.
- (7) comply with any requirements of the local authority for collection of recycling and/or garden waste.
- (8) comply with the Gas Safety Regulations relating to the Dwelling and in particular to do the following:
- (9) Not to block any ventilation in the Dwelling and in particular ducts provided to comply with gas safety.
- (10) To report promptly to the Landlord or Landlord's Agent any brown or sooty build-up on or around any gas appliance.
- (11) not install any gas appliances or electric appliances that require hard wiring in the Dwelling without the prior written consent of the Landlord or the Landlord's Agent .
- (12) have any gas appliances installed and disconnected by a Gas Safe registered engineer only and provide a copy of the receipted invoice to the Landlord or the Landlord's Agent promptly after installation and disconnection which will include a statement that the installed is a member of Gas Safe and quoting their relevant registration number.
- (13) have any electrical appliances that require hard wiring installed and disconnected by an electrician who is a member of an approved scheme only and provide a copy of the receipted invoice to the Landlord or the Landlord's Agent promptly after installation and disconnection which will include a statement that the electrician is a member of an approved scheme and quoting the details of their relevant scheme and registration number.

#### **Animals and Pets (A)**

68.

You must not keep any animals, birds, reptiles or pets of any description in the dwelling without the prior written consent of the Landlord or Landlord's Agent such consent not to be unreasonably withheld but can be withdrawn upon reasonable notice

#### **Infestation/Pests (A)**

69.

In the event that the Dwelling should suffer any sort of infestation during the Term of this Contract such that specialist contractors are required to eradicate or attempt to eradicate such infestation and it becomes reasonably apparent that such infestation has resulted from the Contract-holder's breach of their obligations

as set out in this Occupation Contract then the Contract-holder shall immediately upon demand reimburse the Landlord the cost of employing such contractors and remedy such breach(es) of the Occupation Contract. Should there be any dispute between the Landlord and the Contract-holder as to the cause of such infestation such issue shall be decided by the contractor acting reasonably and independently as an expert and their decision should be final and binding.

#### **Access for Re-letting (A)**

70.

- (1) You must allow access to the dwelling to the Landlord's Agent and any estate or letting agents together with any prospective buyer, mortgagee, their surveyors or future contract-holder at all reasonable times during normal working hours of the Landlord's Agent upon giving 24 hours written notice made by any person who is or is acting on behalf of a prospective purchaser or contract-holder of the dwelling and who is authorised by the Landlord or the Landlord's Agent to view the dwelling.
- (2) At any point in the contract, permit the Landlord's Agents or any estate agents' notices or boards to be affixed to the dwelling .

#### **Loft (A)**

71.

- (1) You must not use or gain access to any loft space or area at the dwelling except in the case of an extreme emergency.
- (2) You must inform the Landlord or the Landlord's Agent upon each and every occasion that access to the loft space or area is gained with clarification of the circumstances of the emergency which lead to the access

#### **Walls (A)**

72.

You must not hang any posters, pictures or other items in the dwelling using blu-tack, sellotape, nails, adhesive, or their equivalents but only by using a reasonable number of commercial picture hooks.

#### **Septic tank (A)**

73.

You must empty any septic tank or treatment plant regularly and at the end of the Contract if it has been emptied prior to the start of the Contract and proof provided to the Contract-holder by the Landlord or the Landlord's Agent.

#### **Oil and LPG Tank (A)**

74.

- (1) You must keep the oil or LPG tank filled during and at the end of the Contract and provide proof to the Landlord or Landlord's Agent provided it was filled at the commencement of the Contract.
- (2) You must pay any call out charges if the oil or LPG tank runs dry and the oil or LPG system has to be bled to remove an air lock if applicable;

#### **Freezing (A)**

75.



You must take all reasonable precautions to prevent damage occurring to any pipes or other installations in the dwelling that may be caused by frost or freezing temperatures, which may include draining down the system or leaving the heating system running

**General cleaning and maintenance (A)**

76.

You must replace promptly all broken glass with the same quality glass where the breakage was due to your negligence or caused by accidental damage by you, your family or your visitors.

77.

You must clean the inside and outside of the easily accessible windows regularly and at the end of the contract provided they were cleaned at the start as shown in the Inventory

78.

You must take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.

79.

You must clear any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the dwelling, if the blockage is caused by the negligence of, or the misuse by you, your family or any visitors.

80.

You must replace or have replaced as appropriate light bulbs, fluorescent tubes and fuses etc. as and when necessary during the Contract and ensure that all light bulbs, fluorescent tubes and fuses are in place and in working order at the end of the Contract

81.

You must take reasonable care of the dwelling and the Fixtures and Fittings and not to alter or damage the inside or the outside of the dwelling or the decorative order and condition throughout the Term. You are not responsible for the following:

- (a) fair wear and tear
- (b) any damage caused by fire unless that damage was caused by something done or not done by you or any other person residing, sleeping in or visiting the dwelling repairs for which the Landlord has responsibility (these are set out in this contract).

82.

Provided that it shall have been demonstrated that the dwelling, the carpets, curtains, furnishings, flues and chimneys were professionally cleaned or cleaned to a professional standard at the start of the Tenancy to return the same in the same state of cleanliness and free of any infestation at the end of the Tenancy and to compensate the Landlord in damages for any loss suffered due to the failure to do so.

83.

You must remove all rubbish from the dwelling both during and at the end of the contract by placing it in a plastic bin liner in the dustbin or receptacle provided. You must dispose of all refuse through the services of and comply with the regulations made by the local authority.

84.

You should not request the Landlord's Agent to instruct any contractor to visit the dwelling where this is required as a result of your negligence or misuse and any charges for such a visit and/or for missed contractual appointments shall be payable by you as damages for breach of this Contract.

85.

Where the Dwelling or any equipment at the Dwelling is covered by a service contract or warranty, where required by the Landlord or Agent, the Contract Holder will arrange appointments direct with the service contract provider and the Contract Holder will attend all and any visits required

### **Condensation (A)**

86.

You must take adequate precautions to avoid condensation causing damage by keeping the dwelling adequately ventilated and heated and mopping up any water caused by condensation to prevent mould growth. Bedrooms, kitchens and bathrooms are the rooms in a dwelling most susceptible to condensation damage.

87.

Water vapour created by drying washing indoors, kettles, showering/bathing, cooking and tumble drying must be allowed to escape from the confines of the room in order to avoid it settling on the coldest wall/window and then turning back into water. This in turn will gradually become black.

88.

You will ensure the following guidelines are followed:

- (1) Keep the doors closed as much as possible between the kitchen and other rooms and hall whilst cooking, boiling water and washing and drying clothes.
- (2) Keep the kitchen window open even if it is cold outside when you are washing or drying clothes. It is very important to allow moist air to escape to the open air if condensation is to be avoided.
- (3) Always close the bathroom door while the bath is being filled. Running a little cold water into the bath before the hot water is turned on will lessen the amount of steam produced. Ventilate the bathroom by opening a window, if possible, whenever the bathroom is in use and always after the bathroom has been used. If your bathroom has mechanical ventilation, i.e. A FAN, ensure that the grills are kept clear.
- (4) If for any reason the kitchen or bathroom doors cannot be kept closed when they are in use, the doors of other rooms and in particular unheated bedrooms should be shut.
- (5) Avoid drying washing indoors as far as possible. If you have a tumble drier always use a ventilation pipe to the outside air, as unvented driers are a major source of condensation.
- (6) Do not hang damp clothing or put wet shoes in cupboards for they will not dry properly; and the dampness will encourage mould to grow on them. For the same reason, do not pack clothing tightly in cupboards.
- (7) Good ventilation in your home is important. Try to keep a fanlight (top window) at least partly open in

each room.

- (8) Keep your home as warm as you can for the warmer it is, the less likely it will suffer from condensation provided the rooms are adequately ventilated.
- (9) In any dwelling take care that furniture does not touch the walls, because air cannot circulate properly and keep wall surfaces behind free from condensation.
- (10) If the walls of your kitchen or bathroom are painted in gloss paint, condensation will quickly show on them whenever the rooms are in use, but the moisture can be wiped away and it is unlikely to cause mould growth. If however, mould growth should occur on any surface, make sure it is completely killed off by thoroughly cleaning the surfaces with an antiseptic or fungicidal solution. The purpose of cleaning surfaces affected with an antiseptic or fungicidal solution is to kill any mould spores that may have roots in the plaster under the decorations, for if their roots are not killed, the mould will soon reappear whether or not you have redecorated the walls.
- (11) If you are out during the day, you should try to maintain a safe heating appliance in operation even though it is on a low heat. Otherwise during cold weather when you come in and start cooking, washing and heating the rooms to a comfortable temperature condensation will form very rapidly on the cold surfaces.

#### **Insurance (A)**

89.

- (1) You must not do anything which might cause the Landlord's policy of insurance on the dwelling or on any of the Landlord's fixtures and fittings to become void or voidable or causes the rate of premium on the policy to be increased, provided that the Landlord's insurers requirements have been made known to you. You will pay damages to the Landlord for breach of this Agreement in respect of increased premium and all reasonable expenses incurred by the Landlord in or about any such renewal of such policy rendered necessary by breach of this provision
- (2) You must inform the Landlord or the Landlord's Agent of any loss or damage to the dwelling or fixtures and fittings within a reasonable time of the damage having come to your notice
- (3) You must provide the Landlord or the Landlord's Agent with details of such loss or damage, as soon as is practicable, of that loss or damage having come to your notice
- (4) You acknowledge that your belongings, furnishings and equipment within the dwelling are not covered by any insurance policy maintained by the Landlord and there is no provision for occupiers' liability insurance.

#### **Green Deal (A)**

90.

- (1) The Landlord confirms you have been provided with full written details of any Green Deal finance in accordance with the Section 12(2)(b) of the Energy Act 2011 and Green Deal (Disclosure) Regulations 2012 prior to the start of the Contract.
- (2) The Landlord confirms that you are only liable for Green Deal finance payments relating to the term of the Contract.
- (3) The Landlord will not sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Dwelling during the Contract without the prior written consent of the Contract-holder.
- (4) You must pay all Green Deal finance payments where applicable, with the energy service provider during and at the end of the Tenancy. You acknowledge that certain terms of the Green Deal plan that

have been disclosed to you at the start of the Contract are binding on you for the term of the contract.

- (5) You must not sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the dwelling during the Contract without the prior written consent of the Landlord or Landlord's Agent.

#### **Energy Performance Certificate ("EPC") (A)**

91.

- (1) You confirm you have been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Contract.
- (2) You agree that upon being given 24 hours prior written notice you will allow access to all appropriate areas of the dwelling to any Domestic Assessor appointed by the Landlord or the Landlord's Agent for the purposes of carrying out a Domestic Energy Report.

#### **Car Parking (A)**

92.

- (1) If you are allocated a car parking space at the dwelling, you may park a private vehicle only. You are required to park in the garage or the driveway to the dwelling if applicable.
- (2) You must keep any garage, driveway, or parking space free of oil and to compensate the Landlord for the removal and cleaning of any spillage caused by your vehicle or that of your family, contractors or visitors.
- (3) The vehicle must be in a roadworthy condition and fully taxed.
- (4) You must remove all vehicles belonging to you, your family or visitors at the end of the Contract.

#### **Gardens (A)**

93.

- (1) You must keep gardens, window boxes or grounds in good order; the paths tidy, the grass cut and borders weeded and in the same style and condition as at the commencement of the Contract.
- (2) You must cut the grass regularly during the growing season.
- (3) You should not alter the existing design, content or layout of the garden or grounds without the prior written consent of the Landlord or Landlord's Agent and will water all plants during any dry periods subject to any restrictions relating to the watering of gardens imposed by the relevant local water supplier.
- (4) You should keep the garden patio or decking (if any) clear and free from any surface deposits, such as algae and moss during the Contract.
- (5) You should not permit, keep or bring into the garden or grounds portable buildings, vans, commercial vehicles, boats, huts or sheds without the prior written consent of the Landlord or Landlord's Agent, which cannot be unreasonably withheld. At the end of this Contract you will remove all such items and make good the garden or grounds to the Landlord's reasonable satisfaction

#### **Interruptions to the Contract (A)**

94.

- (1) Rent shall cease to be payable, if the dwelling is destroyed or made uninhabitable by fire, or any other risk against which the Landlord's policy has insured, until the dwelling is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) or the damage needs to be made good because of anything done or not done by you, your family, or your visitors; or

the insurer pays the costs of re-housing you. It is agreed that the Landlord has no obligation to re-house you.

- (2) If the dwelling is not made habitable within one month, unless you are in breach of the above clause either party may terminate this Contract, with immediate effect, by giving written notice to the other party.
- (3) On service of a notice to terminate following failure to reinstate within the period specified in the above clause, the Term is to cease absolutely, but without prejudice to any rights or remedies that may have accrued to the Landlord or you and all money received in respect of the insurance effected by the Landlord under this Contract is to belong to the Landlord absolutely.

#### **Superior Lease and Ownership and Consents (A)**

95.

- (1) The Landlord shall ensure that all necessary consents to enable the Landlord to enter this Contract have been obtained (whether from Superior Landlords, mortgagees, insurers, or others).
- (2) The Landlord will comply with all the obligations imposed upon the Landlord by a Superior Landlord if the dwelling is held under a Superior Lease.
- (3) The Landlord will take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- (4) You must comply with all the conditions of any Superior Lease of which you have been given notice under which the Landlord owns the dwelling (if applicable) except for the payment of ground rent and maintenance charges, and to perform any covenants in the Superior Lease.
- (5) You agree to enter into any agreement, deed of covenant or licence with the superior landlord (being the person to whom the ownership or interest in the dwelling might recert in the fullness of time) to observe and perform the covenants of the Superior Lease if reasonably required to do so

#### **Tax and Insurance (A)**

96.

- (1) The Landlord will pay, cover and compensate the contract holder for all tax assessments and outgoings for the dwelling apart from those specified as the obligations of the contract-holder in this contract.
- (2) The Landlord will appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not the UK for more than six months in the tax year; or in the absence of such an appointment the contract-holder may deduct and account to HMRC for basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under United Kingdom legislation.
- (3) The Landlord shall insure the buildings and contents of the dwelling under a policy appropriate for a let property against third party liability and all other risks usually covered by buildings and contents property insurance policies general household policy with a reputable insurer and to provide, upon reasonable request, a copy of the relevant insurance certificate and policy to the contract-holder

#### **Acceptance of Rent (A)**

97.

Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of your agreements of stipulations contained in this Contract; and any Rent paid by any third party will be accepted from that person as your agent only and will not confer on the third party any rights that you have as Contract-holder.

#### **Joint and Several Liability (A)**

98.

Where there are multiple contract-holders under this Contract, your liability will be joint and several.

#### **The Immigration Act – Right to rent (A)**

99.

You must provide to the Landlord or Landlord's Agent upon request proof of the Contract-holder and any occupant of the dwelling over the age of 18's Right to Rent under the Immigration Act and any subsequent proof required where the Contract-holder was initially subject to a Time Limited Stay.

#### **General Data Protection Regulation (GDPR UK) (A)**

100.

- (1) Information supplied by the Landlord and the Contract-holder will be held in accordance with the General Data Protection Regulation (UK) (GDPR UK) and the Data Protection Act 2018 (as amended) including any relevant UK national information rights legislation as may be implemented, amended or updated from time to time ("Data Protection Laws"). This information may be used or shared with utility providers, utility notifiers, local authorities, credit reference providers and contractors to provide services to you and your rental Dwelling under contract, and for the lawful collection of tax. We may use your personal information for debt tracing & collection, credit, insurance and rental decisions. We will comply with the law if we receive any formal disclosure requests. Disclosure requests are considered with regard to the exemptions provided by The Data Protection Act 2018 and with advice from a qualified data protection professional, if appropriate. The Landlord's Agent may in certain circumstances, record special categories of data, as defined in the GDPR UK and the Data Protection Act 2018. Any party is entitled to ask for a copy of any information held, details of all your rights as a data subject are set out in our Privacy Policy. Information may be amended, upon request, if it is found to be incorrect.
- (2) Information supplied by the Landlord or the Contract-holder to the Landlord's Agent will be processed in accordance with the law and details of our processing is set out in our Privacy Policy, which can be read on our website <https://www.romans.co.uk/privacy-policies>. We regularly review and update our Privacy Policy to keep our customers fully informed. If you have any questions or queries regarding our compliance with UK data protection legislation, please contact our Data Protection Officer by email at [dataprotection@lrg.co.uk](mailto:dataprotection@lrg.co.uk).
- (3) Personal data may be held outside the EEA in accordance with the UK GDPR and Data Protection Act 2018. Whilst our data centres are based in the UK and EEA, backup data may be stored outside the EEA in accordance with UK GDPR using standard contractual clauses.
- (4) If you have consented to receive any marketing offers, newsletters, market information or promotional emails, please see our Direct Marketing Policy on our website which sets out how we comply with the law including The Privacy and Electronic Communications Regulations 2003 (as amended). If you have any concerns, please contact our Data Protection Officer at [dataprotection@lrg.co.uk](mailto:dataprotection@lrg.co.uk).

#### **Specially Negotiated Clauses (A)**

##### **Electric Vehicles/Scooter/Bicycles**

101.

- (1) The electric supply and installations in the Dwelling are provided for normal domestic use and must not be used to charge Electric Vehicles of any size or capacity.
- (2) The Contract Holder must not install or change any electric car charging point without the consent of the

Landlord, such consent will not be unreasonably withheld.

- (3) The Contract Holder is strictly prohibited from charging electric cars at the Dwelling unless from a suitable electric car charger.
- (4) Electric scooters, bicycles or similar electric items must not be brought into the inside of the Dwelling for storage or for charging purposes at any time.

No specially negotiated clauses.

DRAFT EXAMPLE

## ANNEX 1

See term 48

### ESTATE MANAGEMENT GROUNDS

### REDEVELOPMENT GROUNDS

#### *Ground A (building works)*

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

#### *Ground B (redevelopment schemes)*

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

### SPECIAL ACCOMMODATION GROUNDS

#### *Ground C (charities)*

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

#### *Ground D (dwelling suitable for disabled people)*

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

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

5.
  - (1) The landlord is a housing association or housing trust which makes dwellings available only for



occupation (whether alone or with others) by people who are difficult to house, and –

- (a). either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
  - (b). the landlord required the dwelling for occupation by such a person (whether alone or with members of that person's family).
- (2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

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

6. The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—
- (1) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
  - (2) there is no longer a person with those special needs living in the dwelling, and
  - (3) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

*Ground G (reserve successors)*

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

*Ground H (joint contract-holders)*

8

- (1) This ground arises if the first condition and the second condition are met.
- (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—
  - (a). section 111, 130 or 138 (withdrawal), or
  - (b). section 225, 227 or 230 (exclusion).
- (3) The second condition is that—
  - (a). the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
  - (b). where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

*Ground I (other estate management reasons)*

9

- (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
- (2) An estate management reason may, in particular, relate to—

- (a). all or part of the dwelling, or
- (b). any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

DRAFT EXAMPLE

## ANNEX 2

### PART 1

#### PERIODIC STANDARD OCCUPATION CONTRACT – EXPLANATORY INFORMATION

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

Your landlord must give you a 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)).

**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 periodic standard contract, which means that it continues from one rental period to the next (typically from month to month or week to week). 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 that at least one of the following is satisfied—

- (a). You were given at least six months’ notice (under term [61 ] of this contract) that you must give up possession and that the notice was not issued in the first six months following the occupation date and no

other restrictions on the giving of a notice applied, including the restrictions set out in sections 75 and 98 of the Housing Act 2004 and section 44 of the Housing (Wales) Act 2014

- (b). you have broken one or more terms of this contract (which includes any arrears of rent, engaging in anti-social behaviour or other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,
- (c). 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
- (d). 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.

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

### PERIODIC STANDARD OCCUPATION CONTRACT – KEY MATTERS

This contract is between:

LANDLORDS NAMES (landlord)(s)

and:

CONTRACT HOLDERS NAMES (contract-holder)(s)

and:

GUARANTORS NAMES (guarantor)

It relates to: DWELLING ADDRESS (the dwelling)

The initial rent is RENT AMOUNT (RENT AMOUNT IN WORDS) per calendar month ("Rent")

The first payment is to be made on CONTRACT START DATE

And further payments are to be made in advance on the RENT DUE DATE day of each month

**RENT IN ADVANCE (DELETE IF NOT APPLICABLE)**

**Rent:** RENT AMOUNT (RENT AMOUNT IN WORDS) per calendar month subject to any further provisions within this Occupation Contract

**Payable:** The amount of RENT AMOUNT (RENT AMOUNT IN WORDS) payable in full and in advance

**Payment:** Payment shall be made to the Landlord's Agent in cleared funds by CONTRACT START DATE prior to the commencement of the Contract

**Remitted:** in full to the Landlord by the Landlord's Agent at the commencement of the Contract less any costs incurred

You can contact the landlord

by post: LANDLORD ADDRESS

The Contract-holder's email address is: CONTRACT HOLDER EMAIL ADDRESS

You have opted for the No Deposit Option

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

OCCUPATION DATE

The Landlord's Agent is:

The Romans Group (UK) Limited whose registered office is Crowthorne House, Nine Mile Ride, Wokingham, Berks RG40 3GZ

The Permitted Occupiers are:

of **\*\*PERMITTED OCCUPANTS ADDRESS\*\***

Rent Smart Wales

Registration Number

(if applicable)

Licence Number                      Moginie James #LR-21095-45512 / Leaders #LR – 73041-43221 / Landlord Own

**\*\*DELETE AS APPLICABLE**

(if applicable)

DRAFT EXAMPLE

## PART 3

### FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this 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 the contract-holder, it usually uses “you” instead of “the contract-holder”. Similarly where a term is referring to something belonging to the contract-holder, it usually uses “your” rather “the contract-holder’s”.

## Contents

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Prohibited conduct

Control of the dwelling

Care of the dwelling – contract-holder's responsibilities

Care of the dwelling – landlord's obligations

Making changes to the dwelling or utilities

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

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Termination of contract – general

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Termination by the landlord: possession claims and possession notices

Termination by the landlord: grounds for making a possession claim

Termination by the landlord: landlord's notice

Restrictions on giving further notices under term 61 (landlord's notice) (F+)

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

Court's Order for possession

Variation

Written statements and the provision of information by landlord

Other matters

Acceptance of Rent (A)

Specially Negotiated Clauses (A)

ANNEX



## TERMS

### 1. DEFINITIONS & INTERPRETATION

- 1.1. **"Landlord"** is the person named in Part 2 and has the meaning conferred by Section 244 of the Renting Homes (Wales) Act 2016
- 1.2. **"Contract-holder"** is the person named in Part 2 has the meaning conferred by section 7 of the Renting Homes (Wales) Act 2016
- 1.3. **"Tenant"** any reference to Tenant in this contract or any associated documentation shall mean the Contract-holder
- 1.4. **"Contract"** shall mean this occupancy contract
- 1.5. **"Dwelling"** is stated in Part 2 and has the meaning conferred by section 246 of the Renting Homes (Wales) Act 2016
- 1.6. **"Joint and Several"** has the meaning conferred by section 48(1) of the Renting Homes (Wales) Act 2016
- 1.7. References to the singular include the plural.
- 1.8. **"Property"** any references to the Property in this contract of any associated documentation shall mean the dwelling
- 1.9. **"The Building"** means any building of which the dwelling forms part.
- 1.10. **"The Landlord's Agent"** means The Romans Group (UK) Limited whose registered office is Crowthorne House, Nine Mile Ride, Wokingham, Berks RG40 3GZ and or any other Agent subsequently appointed by the Landlord.
- 1.11. **"Fixtures and Fittings"** means everything listed in any Inventory supplied.
- 1.12. **"Inventory"** means the Inventory and Schedule of Condition document drawn up prior to the commencement of the contract by the Landlord or Inventory Clerk which shall include the Fixtures and Fittings in the dwelling including all matters specified in the Inventory, a copy of which will be given to the Contract-holder by the Landlord or the Landlord's Agent at the start of the contract.
- 1.13. **"Term"** means the period that occupation is permitted as set out in Part 2.
- 1.14. **"No Deposit Option"** means the scheme entered into by both the Landlord and the Contract-Holder relating to this Occupation Agreement.
- 1.15. **"Notice Period"** means the amount of notice that the Landlord must give the Contract-holder and vice versa.
- 1.16. **"Notice"** means any notice given in writing.
- 1.17. **"Emergency"** has the meaning set out in clause 20 (4) of this contract.
- 1.18. **"Water charges"** means and includes references to water sewerage and environmental service charges.
- 1.19. **"Superior Landlord"** means and includes people or persons to whom the ownership or interest in the dwelling (where it is a leasehold property) might revert in the fullness of time.
- 1.20. **"Superior Lease"** means the document which sets out the obligations your Landlord has made to their Superior Landlord. The promises contained in this Superior Lease will bind the Contract-holder if they have prior knowledge of those promises.
- 1.21. **"Permitted Occupier"** has the meaning conferred by section 244 of the Renting Homes (Wales) Act 2016 and is permitted to live at the dwelling pursuant to clauses 16 and 35.
- 1.22. **"The Policy"** means any insurance policy held by the Landlord for the dwelling or the Fixtures and Fittings.
- 1.23. The Contract-holder and Landlord agree that the laws of England & Wales shall apply to this Agreement.

1.24. The basis upon which the Landlord can recover possession from the Contract-holder, during the fixed Term are set out in this contract and contained within the Renting Homes (Wales) Act 2016

### **Rent and other charges**

#### **Payment of rent (A)**

2.

- (1) You are required to pay rent at the rate and on the dates as stated in Part 2 of this agreement. Payment is to be made by Standing Order Mandate to Sort Code: 20-00-00, Account Number: 43333752 in the name of The Romans Group (UK) Limited
- (2) You shall not be entitled to withhold the payment of any instalment of Rent or any other monies payable under this contract on the ground that the Landlord's Agent holds the Deposit or any part of it.
- (3) If you vacate the dwelling during the term but not in compliance with any break clause, you will remain liable to pay rent and any other monies payable under this contract until the term expires, or until the written consent of the landlord to release you from the terms of this contract (which may be refused) or until the dwelling is re-let, or until the expiry of any abandonment notice served section 220 of the Act, whichever is the earlier.
- (4) If a Contract holder ceases to occupy the dwelling and a notice is served under s225 or 227 of the Act resulting in them ceasing to be party under the Occupation Contract, the remaining Contract holders will continue to be joint and severally liable for the full Rent.

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

3.

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

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

4.

You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation. When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

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

5.

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

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

6.

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

to take effect on the date specified in the notice.

- (2) The period between the day on which the notice is given to you and the specified date may not be less than two months.
- (3) Subject to that —
  - (a). the first notice may specify any date, and
  - (b). subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

#### **Variation of other consideration (F+)**

7.

- (1) Where consideration other than rent is payable under this contract, the amount of consideration may be varied —
  - (a). by agreement between the landlord and you, or
  - (b). by the landlord in accordance with paragraphs (2) to (4) of this term.
- (2) The landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice.
- (3) The period between the day on which the notice is given to you and the specified date may not be less than two months.
- (4) Subject to that —
  - (a). the first notice may specify any date, and
  - (b). subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.

#### **Further Charges and Utilities (A)**

8.

- (1) You must pay the Council Tax (or any similar charge which replaces it) in respect of the dwelling either directly to the local authority, or by paying that sum to the Landlord where the Landlord has paid that sum to the local authority (whether legally required to do so or not) within 14 days of receiving a written request for such monies.
- (2) You must pay all charges falling due for the following services used during the Contract and to pay such proportion of any standing charge for those services as reflects the period of time that this Contract was in force:
  - (a) gas
  - (b) water (including sewerage and other environmental services)
  - (c) the emptying of septic tanks or cesspits
  - (d) electricity
  - (e) any other fuel charges
  - (f) telecommunications including broadband, ADSL lines, cable and satellite if applicable
  - (g) television licence
- (3) You must compensate the Landlord in damages for all reasonable costs and expenses awarded by the court or incurred by the Landlord for the following:
  - (a) recovering or attempting to recover any Rent or other monies in arrears, or possession of the dwelling (be it as a result of a breach of this Contract or otherwise upon you failing to vacate the dwelling when required to do so) and all related legal and trace fees;

- (b) the enforcement of any reasonable obligation of yours under this Contract or recovery of any reasonable loss suffered by the Landlord as a result of your breach of such obligation;
  - (c) the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord resulting from misuse or negligence or accidental damage by you, your family or your visitors;
  - (d) the service of any Notice relating to any major breach of this contract whether or not court proceedings are brought;
  - (e) any re-letting costs or commission incurred by the Landlord if you vacate the dwelling early apart from according to a break clause;
- (4) You must pay the television licence regardless of the ownership of the equipment.
  - (5) You must pay certain other charges that may arise during the course of this tenancy full details of which are published on the Landlord's Agent's website – alternatively full details can be obtained in writing from that Agent's local office.

### **Deposit**

#### **Form of security (F+)**

9.

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)**

10.

- (1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.
- (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must -
  - (a) comply with the initial requirements of the authorised deposit scheme, and
  - (b) give you (and any person who has paid the deposit on your behalf) the required information.
- (3) The required information is such information as may be 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 your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

#### **Dealing with Damages and Dilapidations at the end of the Occupation Contract (A)**

11.

- (1) The Landlord/Landlord's Agent must confirm to you in writing if there are any proposed charges.
- (2) You must confirm in writing whether you agree with the schedule of damages showing the amounts owing at the end of the Occupation Contract or raise a formal dispute within 30 days of receiving notification of the schedule.

- (3) If you fail and/or refuse to do either within such 30 day period you will be deemed to agree the schedule of damages and your liability to pay the amount of this damage – and in the absence of payment acknowledge that debt collectors and/or lawyers may be instructed to recover such damages from you and that in such case you may incur further liability in terms of costs and/or interest.

#### **Disputes as to Charges (A)**

12.

- (1) In the event that a formal dispute is raised by you, then you agree that such dispute will be referred to adjudication by HF Resolution Ltd. You agree to be bound by the findings of the adjudicator who will make a final decision on any dispute as to how much the Contract Holder(s) are liable to pay at the end of the Occupation Contract. The adjudication fee charged by HF Resolution Ltd is (currently) £185 plus VAT (£222 inclusive of VAT) and such fee or an apportionment thereof (pro rata), based on the percentage of the disputed amount awarded in the Landlord and/or Contract Holders favour, is payable by the Contract Holder(s) on completion of the adjudication in addition to such sum as the adjudicator may award. The parties agree that the HF Resolution Ltd adjudication decision will be final and binding on the parties with no right to appeal through the No Deposit Option scheme.
- (2) If the parties disagree with the findings of the adjudication decision, they will be required to take the matter to court. This will involve the parties first showing that the adjudication decision was incorrect and then making their claim on any damages / dilapidations. The parties will still be required to comply with the findings of the decision while they go through the court process. HF Resolution Ltd reserve the right to decline a dispute if the matter is deemed too complicated or complex for adjudication and it requires the courts to resolve matters.
- (3) The statutory rights of you or the Landlord to take legal action against the other through the County Court remain unaffected.

#### **Charges that may be made at the End of Term (A)**

13.

- (1) At the end of the contract the Landlord or Landlord's Agent is entitled to charge any monies referred to in this Contract. The Landlord or Landlord's Agent may charge monies to compensate the Landlord for losses caused for any or all of the following reasons:
- (a). Any damage, or compensation for damage to the dwelling its fixtures and fittings or for missing items for which you may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the contract, insured risks and repairs that are the responsibility of the Landlord.
  - (b). The reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any major breach by of your obligations under the contract, including those relating to the cleaning of the dwelling, its fixtures and fittings.
  - (c). Any damage caused or cleaning required as a result of any pets occupying the dwelling (whether or not the Landlord consented to its presence).
  - (d). Any sum repayable by the Landlord to the local authority where housing benefit has been paid direct to the Landlord by the local authority.
  - (e). Any other breach by you of the terms of this contract.
  - (f). Any instalment of the rent which is due but remains unpaid at the end of the Contract
  - (g). Any unpaid accounts for utilities or water charges or environmental services or other similar

services or Council Tax incurred at the dwelling for which you are liable Prohibited conduct

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

14.

- (1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) -
  - (a) to live in the dwelling subject to this contract, or
  - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.
- (2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity -
  - (a) in the dwelling subject to this contract, or
  - (b) in the locality of that dwelling.
- (3) You must not engage or threaten to engage in conduct -
  - (a) capable of causing nuisance or annoyance to -
    - (i) the landlord, or
    - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
  - (b) that is directly or indirectly related to or affects the landlord's housing management functions.
- (4) You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.
- (5) You must not, by any act or omission -
  - (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in 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)**

15.

- (1) You must not carry on or permit any trade or business at the dwelling ~~without the landlord's consent.~~  
YOU MUST NOT REGISTER A COMPANY AT THE ADDRESS OF THE DWELLING.
- (2) YOU MUST OCCUPY THE DWELLING AS YOUR ONLY OR PRINCIPAL HOME DURING THE TERM OF THE CONTRACT.
- (3) WHERE THERE ARE JOINT CONTRACT-HOLDERS, AT LEAST ONE OF YOU MUST OCCUPY THE DWELLING AS YOUR ONLY OR PRINCIPAL HOME DURING THE TERM OF THE CONTRACT.

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

16.

- (1) You may NOT permit persons ~~who are not lodgers or sub-holders~~ to live in the dwelling AS A HOME UNLESS THE LANDLORD HAS GIVEN PREVIOUS WRITTEN CONSENT.
- (2) YOU MAY HAVE A VISITOR STAY AT THE DWELLING FOR A PERIOD OF NOT MORE THAN THREE WEEKS WITHIN ANY THREE MONTH PERIOD.

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

17.

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

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

18.

- (1) The landlord OR LANDLORD'S AGENT 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 23 and 24 of this contract.
- (2) The landlord OR LANDLORD'S AGENT must give at least 24 hours' notice to you before exercising that right.
- (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 23 and 24 the landlord needs to carry out works or repairs in another part of the building.
- (4) The landlord is not liable for failing to comply with the obligations under terms 23 and 24 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)**

19.

- (1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 22(2) and (3), the landlord OR LANDLORD'S AGENT 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.
- (2) But the landlord OR LANDLORD'S AGENT must give you at least 24 hours' notice before entering the dwelling.

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

20.

- (1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord OR LANDLORD'S AGENT immediate access to the dwelling.
- (2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.
- (3) If the landlord OR LANDLORD'S AGENT enters the dwelling in accordance with paragraph (2) of this term, the landlord OR LANDLORD'S AGENT must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.
- (4) For the purposes of paragraph (1) in this term, an emergency includes:

- (a). something that 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 you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

### **Care of the dwelling – contract-holder’s responsibilities**

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

21.

You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must -

- (1) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
- (2) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the landlord OR THE LANDLORD’S AGENT,
- (3) keep the dwelling in a state of reasonable decorative order, and
- (4) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

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

22.

- (1) You must notify the landlord OR LANDLORD’S AGENT as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the landlord’s responsibility.
- (2) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord’s responsibility, you 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.
- (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 you, any permitted occupier or any person visiting the dwelling.

### **Care of the dwelling – landlord’s obligations**

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

23.

- (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.
- (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+)**

24.

- (1) The landlord must -
  - (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external



- pipes), and
- (b) keep in repair and proper working order the service installations in the dwelling.
- (2) If the dwelling forms part only of a building, the landlord must -
- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
- (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either -
- (i) forms part of any part of the building in which the landlord has an estate or interest, or
- (ii) is owned by the landlord or is under the landlord's control.
- (3) The standard of repair required 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.
- (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.
- (5) THE LANDLORD MUST COMPLY WITH THE STATUTORY OBLIGATIONS TO REPAIR THE DWELLING AS SET OUT IN SECTIONS 11 OF THE LANDLORD AND TENANT ACT 1985 (AS AMENDED BY THE HOUSING ACT 1988 AND 1996) IF APPLICABLE TO THIS OCCUPATION CONTRACT. THESE SECTIONS IMPOSE ON THE LANDLORD OBLIGATIONS TO REPAIR THE STRUCTURE OF THE DWELLING AND EXTERIOR (INCLUDING DRAINS, GUTTERS AND PIPES) AND CERTAIN INSTALLATIONS FOR THE SUPPLY OF WATER, ELECTRICITY, GAS AND SANITATION (INCLUDING BASINS, SINKS, BATHS AND SANITARY CONVENIENCES) AND FOR SPACE HEATING OR WATER HEATING BUT NOT OTHER FIXTURES, FITTINGS, AND APPLIANCES FOR MAKING USE OF THE SUPPLY OF WATER AND ELECTRICITY. THIS OBLIGATION ARISES ONLY AFTER NOTICE HAS BEEN GIVEN TO THE LANDLORD BY YOU OF THE WANT OF REPAIR AND TO REPLY TO ANY WRITTEN REQUEST OR NOTIFICATION FROM YOU WITHIN FOURTEEN DAYS OF A WRITTEN SUBMISSION AND TO CARRY OUT ANY NECESSARY WORK TO REMEDY THE DEFECT WITHIN A REASONABLE TIME OF BEING NOTIFIED.
- (6) THE LANDLORD WILL REPAY TO YOU ANY REASONABLE COSTS INCURRED BY YOU TO REMEDY THE FAILURE OF THE LANDLORD TO COMPLY WITH THEIR STATUTORY OBLIGATIONS.
- (7) THE LANDLORD WILL KEEP IN REPAIR AND PROPER WORKING ORDER ALL MECHANICAL AND ELECTRICAL ITEMS BELONGING TO THE LANDLORD AND FORMING PART OF THE FIXTURES AND FITTINGS, UNLESS THIS OBLIGATION HAS BEEN EXCLUDED BY INDIVIDUAL NEGOTIATION BETWEEN THE PARTIES OR UNLESS SUCH REPAIR IS OCCASIONED BY FAULT, NEGLIGENCE OF MISUSE BY YOU OR YOUR FAMILY OR YOUR VISITORS – WHERE IT SHALL BE YOUR RESPONSIBILITY TO PROCURE SUCH REPAIR AND/OR REPLACEMENT.
- (8) IN THE ABSENCE OF A WORKING TELEVISION AERIAL AT THE DWELLING, THE LANDLORD WILL MEET THE COST OF THE PROFESSIONAL INSTALLATION AND MAINTENANCE OF SUCH AN AERIAL IN ORDER THAT THE CONTRACT-HOLDER MAY RECEIVE STANDARD FREE TO VIEW TELEVISION ALWAYS PROVIDED THE INSTALLATION OF SUCH AN AERIAL IS PERMITTED ON THE DWELLING OR THE BUILDING AND IS IN ACCORDANCE WITH ANY RELEVANT PLANNING REGULATIONS IMPOSED BY THE LOCAL AUTHORITY.

**Further landlord obligations in relation to terms 23 and 24 (F+)**

25.

- (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 23 and 24.

- (2) The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 23 and 24.

**Limits on landlord obligations in relation to terms 23 and 24: General (F+)**

26.

- (1) Term 23(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- (2) The landlord's obligations under terms 23(1) and 24(1) do not require the landlord -
  - (a) to keep in repair anything which you are 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.
- (3) If the dwelling forms part only of a building, the landlord's obligation under terms 23(1) and 24(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.
- (4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term are fire, storm, flood or other inevitable accident.
- (5) Term 24(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of -
  - (a) the dwelling, or
  - (b) the common parts that you are entitled to use under this contract.

**Limits on landlord obligations in relation to terms 23 and 24: contract-holder's fault (F+)**

27.

- (1) Term 23(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.
- (2) The landlord is not obliged by term 24(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.
- (3) "Lack of care" means a failure to take proper care -
  - (a) of the dwelling, or
  - (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

**Limits on landlord obligations in relation to terms 23 and 24: notice (F+)**

28.

- (1) The landlord's obligations under term 23(1)(b) and under term 24(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
- (2) The landlord complies with the obligations under term 23(1)(b) and under term 24(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.
- (3) If -
  - (a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and

- (b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 23(1) or 24(1) or (2),

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

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

29.

- (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 23 or 24, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.
- (2) But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract.

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

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

30.

- (1) You must not make any alteration to the dwelling without the consent of the landlord OR THE LANDLORD'S AGENT.
- (2) 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 INTERNAL AND external decoration to the dwelling.

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

31.

- (1) YOU AGREE TO NOTIFY THE SUPPLIERS OF GAS, WATER, ELECTRICITY AND TELEPHONE SERVICES TO THE DWELLING THAT THIS CONTRACT HAS STARTED AND TO REGISTER THE SERVICES IN YOUR NAME WITH ALL INVOICES AND DEMANDS FOR PAYMENT TO BE SENT IN YOUR NAME.
- (2) YOU AGREE THAT ON COMMENCEMENT OF THE CONTRACT THE INTENTION WILL BE FOR THE GAS AND ELECTRICITY SUPPLIES TO BE PROVIDED BY OVO GAS LTD, OVO (S) GAS LTD AND OVO ELECTRICITY LTD ("OVO ENERGY"). YOUR RIGHT TO CHANGE TO A DIFFERENT ENERGY SUPPLIER IS NOT AFFECTED.
- (3) YOU AGREE THAT THE LANDLORD'S AGENT MAY PASS ON YOUR NAME AND CONTACT DETAILS (INCLUDING TELEPHONE NUMBER AND EMAIL ADDRESS) TO OVO ENERGY (AND ANY MEMBER OF THE OVO ENERGY GROUP OF COMPANIES) FOR THE PURPOSES OF REGISTERING THE GAS AND ELECTRICITY METERS AT THE DWELLING IN YOUR NAME WITH OVO ENERGY, PROVIDING GAS AND ELECTRICITY TO YOU AND ADMINISTERING THE YOUR ACCOUNT WITH OVO ENERGY.
- (4) THE RELEVANT OVO ENERGY LTD PRIVACY NOTICE IS AVAILABLE AT [HTTPS://WWW.OVOENERGY.COM/PRIVACY-POLICY](https://www.ovoenergy.com/privacy-policy).

- (5) You may change any of the suppliers to the dwelling of -
  - (a) electricity, gas, or other fuel or water (including sewerage) services;
  - (b) telephone, internet, cable television or satellite television services.
- (6) You must inform the landlord OR LANDLORD'S AGENT as soon as reasonably practicable of any changes made pursuant to paragraph (4) of this term.
- (7) Unless the landlord consents, you 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 INCLUDING THE INSTALLATION OF PRE-PAYMENT METERS FOR UTILITIES.
- (8) For the purposes of paragraph (7)(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.
- (9) YOU MUST IMMEDIATELY PROCURE THE RE-CONNECTION OF ANY SERVICE (INCLUDING MAKING ANY ARREARS PAYMENT) FOLLOWING DISCONNECTION OF SUCH SERVICES WHETHER CAUSED BY YOUR FAILURE TO COMPLY WITH THE TERMS AND CONDITIONS OF THE OCCUPANCY CONTRACT OR BY ANYTHING DONE OR NOT DONE BY YOU.

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

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

32.

If you become aware that the dwelling has been or will be unoccupied for 21 ~~28~~ or more consecutive days, you must notify the landlord as soon as reasonably practicable. YOU MUST COMPLY WITH ANY CONDITIONS SET OUT IN THE LANDLORD'S POLICY OF INSURANCE RELATING TO EMPTY DWELLING, A COPY OF THE RELEVANT POLICY AND SCHEDULE OF INSURANCE HAVING BEEN PROVIDED TO YOU. THIS PROVISION SHALL APPLY WHETHER OR NOT, THE LANDLORD HAS BEEN OR SHOULD HAVE BEEN NOTIFIED OF THE ABSENCE.

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

33.

- (1) You must take reasonable steps to ensure the dwelling is secure.
- (2) You may not 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~~ WITHOUT THE PRIOR CONSENT OF THE LANDLORD.
- (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, you must notify the landlord OR LANDLORD'S AGENT as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.
- (4) YOU MUST RETURN ALL KEYS REMOTE CONTROLS, OR OTHER SECURITY DEVICES TO THE LANDLORD OR LANDLORD'S AGENT AT THE END OF THE CONTRACT AND PAY THE REASONABLE COST OF REPLACEMENT REMOTE CONTROLS OR OTHER SECURITY DEVICES THAT HAVE BEEN LOST OR NOT RETURNED.
- (5) YOU MUST USE ALL SECURITY BOLTS AND LOCKS ON ALL WINDOWS AND DOORS AND THE SECURITY ALARM (IF APPLICABLE), ON ANY OCCASION THAT THE DWELLING IS LEFT VACANT.

- (6) YOU MUST COMPENSATE THE LANDLORD FOR THE COSTS WHERE YOU, YOUR FAMILY OR VISITORS HAVE ACCIDENTALLY OR NEGLIGENTLY SET OFF THE BURGLAR ALARM (IF APPLICABLE) FOR THE COSTS OF THE ALARM TO BE REPAIRED OR RESET AS REQUIRED WHICH SHOULD BE IMMEDIATELY ARRANGED WITH THE APPLICABLE ALARM COMPANY.
- (7) YOU MUST INFORM THE LANDLORD OR LANDLORD'S AGENT OF ANY CHANGE TO THE ALARM CODE WITHIN 2 DAYS OF ANY SUCH CHANGE.

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

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

34.

- (1) You may not deal with this contract, the dwelling or any part of the dwelling except -
  - (a) in a way permitted by this contract, or
  - (b) in accordance with a family property order (see section 251 of the Act).
- (2) A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except -
  - (a) in a way permitted by this contract, or
  - (b) in accordance with a family property order.
- (3) If you do anything in breach of 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) you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).
- (4) "Dealing" includes -
  - (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
  - (b) transferring;
  - (c) mortgaging or otherwise charging.

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

35.

You 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+)**

36.

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

#### **Withdrawal of a joint contract holder (F+)**

37.

- (1) If you are a joint contract-holder, you may withdraw from this contract by giving a notice (a “withdrawal notice”) to the landlord.
- (2) The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the “withdrawal date”).
- (3) You must give a written warning to the other joint contract-holders when you give the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- (5) You will cease to be a party to this contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under term 47 (contract-holder’s notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- (7) Paragraph (3) of this term does not apply to a notice which is treated as a withdrawal notice because of paragraph (6) of this term.

#### **Withdrawal of a joint contract holder – notice required (S)**

38.

The minimum time period between the date on which a notice under term 37 is given to the landlord, and the date specified in the notice, is one month.

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

39.

- (1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are -
  - (a). fully entitled to all the rights under this contract, and
  - (b). liable to perform fully every obligation owed to the landlord under this contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- (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.
- (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)**

40.

- (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 40 to 43, 46 to 78 and term 87, or
  - (b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(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+)**

41.

(1) If the landlord and you agree to end this contract, this contract ends -

- (a) when you give up possession of the dwelling in accordance with what you agree with the landlord, or
- (b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

(2) An occupation contract is a substitute contract if -

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

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

42.

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

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

43.

(1) If you are sole contract-holder, this contract ends -

- (a) one month after your death, or
- (b) if earlier, when the landlord is given notice of your death by the authorised persons.

(2) The authorised persons are -

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

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

(4) The contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person.

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

44.

(1) When you vacate the dwelling at the end of this contract, you must -

- (a) remove from the dwelling all property, PERSONAL EFFECTS AND FOODSTUFFS belonging -
  - (i) to you, 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 all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.
  - (d) ARRANGE FOR THE READING OF THE GAS, ELECTRICITY AND WATER METER, IF APPLICABLE
  - (e) NOTIFY THE LANDLORD'S AGENT OF A FORWARDING ADDRESS FOR YOU WHERE YOU INTEND TO RESIDE AND IF THE INFORMATION IS NOT PROVIDED THE LANDLORD'S AGENT SHALL BE ENTITLED TO INSTRUCT ENQUIRY AGENTS TO OBTAIN AN ADDRESS AND TRACE YOU IF REQUIRED.
- (2) IF IN BREACH OF THIS CLAUSE THE DWELLING IS LEFT FULL OF BULKY FURNITURE OR A LARGE AMOUNT OF OTHER DISCARDED ITEMS BELONGING TO YOU WHICH PREVENTS THE LANDLORD FROM RE-LETTING, SELLING OR OCCUPYING THE DWELLING, OR MAKING ANY OTHER USE OF THE DWELLING UNTIL THE ITEMS ARE REMOVED FROM THE DWELLING; YOU SHALL REMAIN LIABLE FOR DAMAGES FOR LOST RENT AND OTHER MONIES UNDER THIS CONTRACT. THE LANDLORD OR THE LANDLORD'S AGENT MAY (BUT IS NOT OBLIGED TO) REMOVE, STORE, OR DISPOSE (WITHOUT LIABILITY) OF THE ITEMS AFTER GIVING YOU AT LEAST 14 DAYS WRITTEN NOTICE, ADDRESSED TO YOU AT THE FORWARDING ADDRESS PROVIDED BY YOU; OR IN THE ABSENCE OF ANY ADDRESS AFTER MAKING REASONABLE EFFORTS TO CONTACT YOU THAT THEY CONSIDER THE ITEMS TO BE ABANDONED AND YOU FAILED TO COLLECT THEM.
- (3) IF IN BREACH OF THIS CLAUSE SMALL ITEMS ARE LEFT AND THEY CAN BE EASILY MOVED AND STORED THE LANDLORD MAY ELECT TO REMOVE THEM FROM THE DWELLING AND STORE THEM FOR A MAXIMUM OF FOURTEEN DAYS. YOU WILL BE LIABLE TO PAY DAMAGES IN RESPECT OF ALL REASONABLE REMOVAL AND STORAGE CHARGES. HOWEVER, SUCH CHARGES WILL ONLY BE INCURRED WHERE THE LANDLORD OR THE LANDLORD'S AGENT HAS GIVEN YOU WRITTEN NOTICE THAT THEY CONSIDER THAT ITEMS HAVE NOT BEEN CLEARED AND YOU HAVE FAILED TO COLLECT THE PROPERTY PROMPTLY THEREAFTER.
- (4) YOU PERMIT THE LANDLORD OR THE LANDLORD'S AGENT AT THE TERMINATION OR EARLIER ENDING OF THE CONTRACT TO GIVE YOUR FORWARDING ADDRESS TO THE SUPPLIERS OF GAS, WATER, ELECTRICITY AND TELEPHONE SERVICES TO THE DWELLING AND TO THE LOCAL AUTHORITY.

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

45.

The landlord must repay, within a reasonable time at the end of this contract, to you 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+)**

46.

- (1) You may end this contract at any time before the earlier of -
- (a) the landlord giving you a written statement of this contract under term 82(1), or
  - (b) the occupation date.



- (2) To end this contract under paragraph (1) of this term, you must give a notice to the landlord stating that you are ending this contract. Term 88 provides information on how to give notice.
- (3) On giving the notice to the landlord, you -
  - (a) cease to have any liability under this contract, and
  - (b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

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

47.

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

#### **Contract-holder's notice: minimum notice period (F+)**

48.

The date specified in a notice under term 47 may not be less than four weeks after the day on which the notice is given to the landlord.

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

49.

- (1) If you give up possession of the dwelling on or before the date specified in a notice under term 47, this contract ends on the date specified in the notice.
- (2) If you give up possession of the dwelling after that date but in connection with the notice, this contract ends —
  - (a) on the day on which you give up possession of the dwelling, or
  - (b) if an order for possession is made, on the date determined in accordance with term 78.
- (3) The notice ceases to have effect if, before this contract ends —
  - (a) you withdraw the notice by further notice to the landlord, and
  - (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

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

50.

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)**

51.

The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in terms 53 to 77 and 87.

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

52.

- (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 54 (in relation to a breach of contract by a contract-holder);
  - (b) term 56 (in relation to estate management grounds);
  - (c) term 60 (in relation to a contract-holder's notice)
  - (d) term 58 (in relation to serious rent arrears).
- (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+)**

53.

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

54.

- (1) Before making a possession claim on the ground in term 53, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may make a possession claim in reliance on a breach of term 14 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.
- (3) The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.
- (4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.

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

55.

- (1) The landlord may make a possession claim on one or more of the estate management grounds.
- (2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.
- (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 you (or will be available to you when the order takes effect).
- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.
- (5) 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 55 (estate management grounds) (F+)**

56.

- (1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may not make the claim -
  - (a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
  - (b) after the end of the period of six months starting with that day.
- (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.
- (4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) -
  - (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
  - (b) after the end of the period of twelve months starting with that day.
- (5) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

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

57.

- (1) If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.
- (2) You are seriously in arrears with your rent -
  - (a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
  - (b) where the rental period is a month, if at least two months' rent is unpaid;
  - (c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
  - (d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- (3) Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights under the Human Right Act 1998) make an order for possession of the dwelling if it is satisfied that you -
  - (a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and

- (b) are seriously in arrears with your rent on the day on which the court hears the possession claim.

**Restrictions on making a possession claim under term 57 (serious rent arrears) (F+)**

58.

- (1) Before making a possession claim on the ground in term 57, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may not make the claim -
  - (a) before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or
  - (b) after the end of the period of six months starting with that day.

**Recovery of possession on the ground of a notice given under term 47 (contract-holder's notice) (F+)**

59.

- (1) If you fail to give up possession of the dwelling on the date specified in a notice under term 47, the landlord may on that ground make a possession claim.
- (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 (subject to any available defence based on your Convention rights).

**Restrictions on making a possession claim under term 59 (F+)**

60.

- (1) Before making a possession claim on the ground in term 59 the landlord must give you a possession notice specifying that ground.
- (2) The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.
- (3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.
- (4) The landlord may not give you a possession notice specifying the ground in term 59 after the end of the period of two months starting with the date specified in the notice under term 47 as the date on which you would give up possession of the dwelling.

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

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

61.

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

**Minimum notice period (F+)**

62.

The date specified in any notice given under term 61 may not be less than six months after the day on which the notice is given to you.

#### **Restrictions on giving further notices under term 61 (landlord's notice) (F+)**

63.

- (1) Paragraphs (2) and (3) apply where –
  - (a). a landlord has given notice under term 61 (“the first notice”), and
  - (b). the landlord has subsequently withdrawn the notice (see term 66 (3)).
- (2) The landlord may not give another notice under term 61 to you before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with paragraph (3) of this term.
- (3) The landlord may give one more notice under term 61 to you during the period of 28 days starting with the day on which the first notice was given.
- (4) Paragraph (5) applies where —
  - (a). a landlord has given a contract-holder a notice under term 61, and
  - (b). the period for making a possession claim on the ground in term 64 has ended without the landlord having made a claim.
- (5) The landlord may not give another notice under term 61 to you before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see term 65(b)).

#### **Recovery of possession following a notice given under term 61 (F+)**

64.

- (1) If the landlord gives you a notice under term 61, the landlord may on that ground make a possession claim.
- (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 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies (and subject to any available defence based on your Convention rights).

#### **Restriction on making a possession claim under term 64 (F+)**

65.

The landlord may not make a possession claim on the ground in term 64 —

- (a). before the date specified in the notice given by the landlord to you under term 61, or
- (b). after the end of the period of two months starting with that date.

#### **Termination of contract following a notice given under term 61 (F+)**

66.

- (1) If you give up possession of the dwelling on or before the date specified in a notice under term 61, this contract ends on the date specified in the notice.
- (2) If you give up possession of the dwelling after that date but in connection with the notice, this contract ends —
  - (a). on the day on which you give up possession of the dwelling, or
  - (b). if an order for possession is made, on the date determined in accordance with term 78.

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

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

**Restrictions on giving notice under term 61: notice may not be given until after the first six months of occupation (F+)**

67.

- (1) The landlord may not give notice under term 61 before the end of the period of six months starting with the occupation date of this contract.
- (2) If this contract is a substitute occupation contract, the landlord may not give such notice under term 61 before the end of the period of six months starting with the occupation date of the original contract.
- (3) For the purposes of paragraph (2) of this term —
  - (a). an occupation contract is a substitute occupation contract if —
    - (i) the occupation date of this contract falls immediately after the end of a preceding occupation contract,
    - (ii) immediately before the occupation date of this contract a contract-holder under this contract was a contract-holder under the preceding contract and a landlord under this contract was a landlord under the preceding contract, and
    - (iii) this contract relates to the same (or substantially the same) dwelling as the preceding contract, and
  - (b). “original contract” means —
    - (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
    - (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

**Restriction on giving notice under term 61 following retaliatory possession claim (F+)**

68.

- (1) Paragraph (2) of this term applies where –
  - (a). the landlord (having given you a notice under term 61) has made a possession claim on the ground in term 64, and
  - (b). the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217 of the Act).
- (2) The landlord may not give another notice under term 61 to you before the end of the period of six

months starting with the day on which the court refused to make an order for possession.

#### **Further restrictions on giving notice under term 61 - failure to provide written statement (F)**

69.

The landlord may not give notice under term 61 at a time when —

- (a). you have not been given a written statement of the contract under term 82(1) (requirement to provide written statement at the start of a contract), or
- (b). the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under term 82(2).

#### **Restriction on giving notice under term 61 – late provision of written statement (F)**

70.

If the landlord has failed to comply with term 82(1) and (2) (the duty to provide written statement of contract), the landlord may not give notice under term 61 during the period of six months starting with the day on which the landlord gave a written statement of this contract to you.

#### **Restriction on giving notice under term 61 – failure to provide information about landlord (F)**

71.

The landlord may not give notice under term 61 at a time when the landlord has not provided a notice in accordance with the landlord's duty to provide information under term 84 (duty to provide information about landlord).

#### **Restriction on giving notice under term 61 – failure to provide a valid energy performance certificate (F)**

72.

- (1) The landlord may not give notice under term 61 at a time when the landlord has not complied with regulation 6(5) of the EPB Regulations.
- (2) 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 you when a certificate given to you in compliance with that regulation ceases to be valid under the EPB Regulations).
- (3) In this term —  
“the EPB Regulations” (“y Rheoliadau PYA”) means the Energy Performance of Buildings (England and Wales) Regulations 2012;  
“valid energy performance certificate” (“tystysgrif perfformiad ynni ddilys”) is to be interpreted in accordance with the EPB Regulations.

#### **Restriction on giving notice under term 61 – breach of security and deposit requirements (F)**

73.

- (1) The landlord may not give notice under term 61 at a time when security required by the landlord in connection with the contract in a form not permitted by term 9 has not been returned to the person by whom it was given.

- (2) The landlord may not give a notice under term 61 at a time when any of paragraphs (3) to (5) of this term apply unless —
  - (a). a deposit paid in connection with this contract has been returned to you (or any person who paid the deposit on your behalf) either in full or with such deduction as may have been agreed, or
  - (b). an application to the county court has been made under paragraph 2 of Schedule 5 to the Act (and has been determined by the county court, withdrawn, or settled by agreement between the parties).
- (3) This paragraph applies if a deposit has been paid in connection with this contract but the initial requirements of an authorised deposit scheme have not been complied with.
- (4) This paragraph applies if a deposit has been paid in connection with this contract but the landlord has not provided the information required by term 10(2)(b).
- (5) This paragraph applies if a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme.

**Restriction on giving notice under term 61 – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) (F)**

74.

- (1) The landlord may not give a notice under term 61 at a time when —
  - (a). a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act, and
  - (b). that prohibited payment has not been repaid.
- (2) The landlord may not give a notice at a time when —
  - (a). a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to this contract has not been repaid, and
  - (b). the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.
- (3) In determining for the purposes of this term whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following —
  - (a). a payment of rent under this contract;
  - (b). a payment required as security in respect of this contract.

**Restriction on giving notice under term 61 – failure to ensure that working smoke alarms and carbon monoxide alarms are installed (F)**

75.

The landlord may not give notice under term 61 at a time when —

- (a). the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (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.



### **Restriction on giving notice under term 61 – failure to supply electrical condition report etc. (F)**

76.

The landlord may not give notice under term 61 at a time when —

- (a). the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (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.

### **Restriction on giving notice under term 61 – failure to provide gas safety report to contract-holder (F)**

77.

- (1) The landlord may not give notice under term 61 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).
- (2) For the purposes of paragraph (1) of this term, 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 you have been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of the applicable gas safety record, and
  - (b). that record is valid.
- (3) For the purposes of paragraph (2) of this term, 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.
- (4) In this term —
  - “check for safety” (“gwiriad diogelwch”) means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations;
  - “gas safety record” (“cofnod diogelwch nwy”) means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations;
  - “Gas Safety Regulations” (“y Rheoliadau Diogelwch Nwy”) means the Gas Safety (Installation and Use) Regulations 1998.

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

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

78.

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

- (2) 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.
- (3) This contract ends immediately before the occupation date of the new contract.

## **Variation**

### **Variation (F – except 79. (1)(a) which is F+)**

79.

- (1) This contract may not be varied except -
- (a) in accordance with term 6 (variation of rent), 7 (variation of other consideration) and 80 (variation of terms other than rent), 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.
- (2) A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 81.

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

80.

The fundamental terms, supplementary terms and additional terms of this contract may be varied (subject to term 81) by agreement between the landlord and you.

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

81.

- (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).
- (2) The fundamental terms to which paragraph (1) of this term applies are —
- (a) term 10 (requirement to use deposit scheme),
  - (b) term 14 (anti-social behaviour and other prohibited conduct),
  - (c) term 39 (joint contract-holder ceasing to be a party to the occupation contract),
  - (d) term 40 (permissible termination),
  - (e) term 43 (death of sole contract-holder),
  - (f) term 51 (possession claims),
  - (g) terms 69 to 77 (further restrictions on giving landlord's notice under term 61)
  - (h) term 79 (1)(b) and (2) (variation),
  - (i) this term, and
  - (j) term 87 (false statement inducing - landlord to make contract to be treated as breach of conduct).
- (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 is incorporated without modification, or

- (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that your 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 which incorporates a fundamental provision to which paragraph (2) of this term applies.
- (4) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).
- (5) 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+)**

82.

- (1) The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.
- (2) If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with-
  - (a) the day on which the identity of the contract-holder changes, or
  - (b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.
- (3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.
- (4) You may request a further written statement of this contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give you the further written statement before the end of the period of 14 days starting with -
  - (a) the day of the request, or
  - (b) if the landlord charges a fee, the day on which you pay the fee.

#### **Written statement of variation (F+)**

83.

- (1) If this contract is varied the landlord must, before the end of the relevant period, give you —
  - (a) a written statement of the term or terms varied, or
  - (b) a written statement of the occupation contract as varied
 unless the landlord has given notice of the variation in accordance with term 6 (variation of rent), or term 7(2) to (4) (variation of other consideration).
- (2) The relevant period is the period of 14 days starting with the day on which this contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

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

84.

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

#### **Compensation for breach of term 84 (F+)**

85.

- (1) If the landlord fails to comply with an obligation under term 84, the landlord is liable to pay you compensation under section 87 of the Act.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until -
  - (a) the day on which the landlord gives the notice in question, or
  - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.
- (4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.
- (5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

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

86.

- (1) The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term 82.
- (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.
- (3) If you disagree with the information within the inventory, you may provide comments to the landlord.
- (4) Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.
- (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 you, or
  - (b) inform you that the comments are not agreed, and re-send the original inventory to you, 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 you, 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)**

87.

- (1) If the landlord is induced to make this contract by means of a relevant false statement —
  - (a) you are to be treated as being in breach of this contract, and
  - (b) the landlord may accordingly make a possession claim on the ground in term 53 (breach of contract).
- (2) A relevant false statement is one which if it is made knowingly or recklessly by —
  - (a) you, or
  - (b) another person acting at your instigation.

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

88.

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

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

89.

You must —

- (1) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and
- (2) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other documents to the landlord.

#### **Address for Notices (A)**

90.

- (1) The Landlord has notified you on Form RHW2 of the address at which notices (including notices in proceedings) or other documents intended for the Landlord may be sent or served.
- (2) The address at which notices may be served on the Contract-holder is the dwelling address or such other address that may be notified to the Landlord in writing from time to time.
- (3) Notices and any documents required to be provided under statutory obligations (whether served prior to or during the occupation contract) may be served on the Contract Holder electronically using the email address in Part 2 or otherwise provided to the Landlord or the Landlord's Agent from time to time, either by email or by DocuSign or Signature Sense or a similar electronic document platform and having been so sent is deemed served on the next Working Day provided that such is sent to the recipient's said email address and within 12 hours no rejection of such email or "bounce back" has been received.
- (4) For the purposes of s237(4) of the Act, the Landlord is not willing to accept service of a Notice in an electronic form.

#### **Interest (A)**

91.

You must pay interest on any payment of Rent not made on time at the interest rate of 3% above the Bank of England Base rate

#### **Smoking (A)**

92.

You must not smoke, vape or smoke e-cigarettes or permit any other resident in the dwelling or any guest or visitor to smoke tobacco, vape or smoke e-cigarettes or any other substance in the dwelling or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this term, you will be liable for or to compensate the Landlord in damages for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if necessary to rid the dwelling of the odour of nicotine, incense, or any other substance caused by you or any visitor to the dwelling and to restore the interior to the condition described in the Inventory if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the dwelling.

### **Safety (A)**

93.

The Landlord shall ensure:

- (1) that all the furniture and equipment within the dwelling complies with the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended in 1993.
- (2) that all gas appliances comply with the Gas Safety (Installation and Use) Regulations 1998 and that a copy of the Landlord Gas Safety Record will be given to the Contract-holder before start of this Contract.
- (3) that there is a valid electrical installation report as required by the Renting Homes (Wales) Act 2016 and all electrical appliances comply with the Electrical Equipment (Safety) Regulations 1994, Plugs and Sockets, etc. (Safety) Regulations 1994 and also Part P Building Regulations January 2005.
- (4) that any electrician carrying out electrical work at the dwelling is a member of an approved scheme.
- (5) a smoke alarm is provided on each storey of the dwelling and a carbon monoxide detector in any room with a solid fuel burning appliance for any new Contract granted; to have these checked and tested to ensure they are fully operational at the start of the Contract and to hold a written record proving that the tests have been carried out.

94.

You must:

- (1) test all smoke alarms and carbon monoxide alarms in the dwelling at least once a month and to notify the Landlord or the Landlord's Agent promptly of any defect or lack of repair. You must ensure that batteries are operational in the smoke alarms and carbon monoxide alarms at all times; and to replace any battery promptly when it becomes defective or reaches the end of its useful life; and to make and keep a record of the tests noting down the time and the date of the testing and the current satisfactory operational state of the alarms and detector.
- (2) not keep any dangerous or inflammable goods, materials or substances in or on the dwelling, apart from small quantities of fuel, and other items, stored in a safe manner, required for general domestic household use
- (3) not introduce into the dwelling any portable heaters fired by liquid or bottled gas fuels.
- (4) not barbecue in or on the dwelling including any balcony, roof terrace or garden if the dwelling is subject to a head lease; or if the dwelling is freehold to barbecue only in designated areas as agreed with the Landlord or the Landlord's Agent.
- (5) run all taps in sinks, basins and baths, flush lavatories and run any showers for twenty minutes upon taking up occupation and after the dwelling has been vacant for any period of seven days or more, to reduce any risk against legionella.
- (6) regularly top up any water softener left at the dwelling with the correct salts at your own expense.

- (7) comply with any requirements of the local authority for collection of recycling and/or garden waste.
- (8) comply with the Gas Safety Regulations relating to the Dwelling and in particular to do the following:
- (9) Not to block any ventilation in the Dwelling and in particular ducts provided to comply with gas safety.
- (10) To report promptly to the Landlord or Landlord's Agent any brown or sooty build-up on or around any gas appliance.
- (11) not install any gas appliances or electric appliances that require hard wiring in the Dwelling without the prior written consent of the Landlord or the Landlord's Agent .
- (12) have any gas appliances installed and disconnected by a Gas Safe registered engineer only and provide a copy of the receipted invoice to the Landlord or the Landlord's Agent promptly after installation and disconnection which will include a statement that the installed is a member of Gas Safe and quoting their relevant registration number.
- (13) have any electrical appliances that require hard wiring installed and disconnected by an electrician who is a member of an approved scheme only and provide a copy of the receipted invoice to the Landlord or the Landlord's Agent promptly after installation and disconnection which will include a statement that the electrician is a member of an approved scheme and quoting the details of their relevant scheme and registration number.

#### **Animals and Pets (A)**

95.

You must not keep any animals, birds, reptiles or pets of any description in the dwelling without the prior written consent of the Landlord or Landlord's Agent such consent not to be unreasonably withheld but can be withdrawn upon reasonable notice

#### **Infestation/Pests (A)**

96.

In the event that the Dwelling should suffer any sort of infestation during the Term of this Contract such that specialist contractors are required to eradicate or attempt to eradicate such infestation and it becomes reasonably apparent that such infestation has resulted from the Contract-holder's breach of their obligations as set out in this Occupation Contract then the Contract-holder shall immediately upon demand reimburse the Landlord the cost of employing such contractors and remedy such breach(es) of the Occupation Contract. Should there be any dispute between the Landlord and the Contract-holder as to the cause of such infestation such issue shall be decided by the contractor acting reasonably and independently as an expert and their decision should be final and binding.

#### **Access for Re-letting (A)**

97.

- (1) You must allow access to the dwelling to the Landlord's Agent and any estate or letting agents together with any prospective buyer, mortgagee, their surveyors or future contract-holder at all reasonable times during normal working hours of the Landlord's Agent upon giving 24 hours written notice made by any person who is or is acting on behalf of a prospective purchaser or contract-holder of the dwelling and who is authorised by the Landlord or the Landlord's Agent to view the dwelling.
- (2) At any point in the contract, permit the Landlord's Agents or any estate agents' notices or boards to be affixed to the dwelling .

#### **Loft (A)**

98.

- (1) You must not use or gain access to any loft space or area at the dwelling except in the case of an extreme emergency.
- (2) You must inform the Landlord or the Landlord's Agent upon each and every occasion that access to the loft space or area is gained with clarification of the circumstances of the emergency which lead to the access

#### **Walls (A)**

99.

You must not hang any posters, pictures or other items in the dwelling using blu-tack, sellotape, nails, adhesive, or their equivalents but only by using a reasonable number of commercial picture hooks.

#### **Septic tank (A)**

100.

You must empty any septic tank or treatment plant regularly and at the end of the Contract if it has been emptied prior to the start of the Contract and proof provided to the Contract-holder by the Landlord or the Landlord's Agent.

#### **Oil and LPG Tank (A)**

101.

- (1) You must keep the oil or LPG tank filled during and at the end of the Contract and provide proof to the Landlord or Landlord's Agent provided it was filled at the commencement of the Contract.
- (2) You must pay any call out charges if the oil or LPG tank runs dry and the oil or LPG system has to be bled to remove an air lock if applicable;

#### **Freezing (A)**

102.

You must take all reasonable precautions to prevent damage occurring to any pipes or other installations in the dwelling that may be caused by frost or freezing temperatures, which may include draining down the system or leaving the heating system running

#### **General cleaning and maintenance (A)**

103.

You must replace promptly all broken glass with the same quality glass where the breakage was due to your negligence or caused by accidental damage by you, your family or your visitors.

104.

You must clean the inside and outside of the easily accessible windows regularly and at the end of the contract provided they were cleaned at the start as shown in the Inventory

105.

You must take reasonable precautions to keep all gutters, sewers, drains, sanitary apparatus, water and waste pipes, air vents and ducts free of obstruction.

106.



You must clear any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the dwelling, if the blockage is caused by the negligence of, or the misuse by you, your family or any visitors.

107.

You must replace or have replaced as appropriate light bulbs, fluorescent tubes and fuses etc. as and when necessary during the Contract and ensure that all light bulbs, fluorescent tubes and fuses are in place and in working order at the end of the Contract

108.

You must take reasonable care of the dwelling and the Fixtures and Fittings and not to alter or damage the inside or the outside of the dwelling or the decorative order and condition throughout the Term. You are not responsible for the following:

- (1) fair wear and tear
- (2) any damage caused by fire unless that damage was caused by something done or not done by you or any other person residing, sleeping in or visiting the dwelling repairs for which the Landlord has responsibility (these are set out in this contract).

109.

Provided that it shall have been demonstrated that the dwelling, the carpets, curtains, furnishings, flues and chimneys were professionally cleaned or cleaned to a professional standard at the start of the Tenancy to return the same in the same state of cleanliness and free of any infestation at the end of the Tenancy and to compensate the Landlord in damages for any loss suffered due to the failure to do so.

110.

You must remove all rubbish from the dwelling both during and at the end of the contract by placing it in a plastic bin liner in the dustbin or receptacle provided. You must dispose of all refuse through the services of and comply with the regulations made by the local authority.

111.

You should not request the Landlord's Agent to instruct any contractor to visit the dwelling where this is required as a result of your negligence or misuse and any charges for such a visit and/or for missed contractual appointments shall be payable by you as damages for breach of this Contract.

112.

Where the Dwelling or any equipment at the Dwelling is covered by a service contract or warranty, where required by the Landlord or Agent, the Contract Holder will arrange appointments direct with the service contract provider and the Contract Holder will attend all and any visits required

#### **Condensation (A)**

113.

You must take adequate precautions to avoid condensation causing damage by keeping the dwelling adequately ventilated and heated and mopping up any water caused by condensation to prevent mould

growth. Bedrooms, kitchens and bathrooms are the rooms in a dwelling most susceptible to condensation damage.

114.

Water vapour created by drying washing indoors, kettles, showering/bathing, cooking and tumble drying must be allowed to escape from the confines of the room in order to avoid it settling on the coldest wall/window and then turning back into water. This in turn will gradually become black.

115.

You will ensure the following guidelines are followed:

- (1) Keep the doors closed as much as possible between the kitchen and other rooms and hall whilst cooking, boiling water and washing and drying clothes.
- (2) Keep the kitchen window open even if it is cold outside when you are washing or drying clothes. It is very important to allow moist air to escape to the open air if condensation is to be avoided.
- (3) Always close the bathroom door while the bath is being filled. Running a little cold water into the bath before the hot water is turned on will lessen the amount of steam produced. Ventilate the bathroom by opening a window, if possible, whenever the bathroom is in use and always after the bathroom has been used. If your bathroom has mechanical ventilation, i.e. A FAN, ensure that the grills are kept clear.
- (4) If for any reason the kitchen or bathroom doors cannot be kept closed when they are in use, the doors of other rooms and in particular unheated bedrooms should be shut.
- (5) Avoid drying washing indoors as far as possible. If you have a tumble drier always use a ventilation pipe to the outside air, as unvented driers are a major source of condensation.
- (6) Do not hang damp clothing or put wet shoes in cupboards for they will not dry properly; and the dampness will encourage mould to grow on them. For the same reason, do not pack clothing tightly in cupboards.
- (7) Good ventilation in your home is important. Try to keep a fanlight (top window) at least partly open in each room.
- (8) Keep your home as warm as you can for the warmer it is, the less likely it will suffer from condensation provided the rooms are adequately ventilated.
- (9) In any dwelling take care that furniture does not touch the walls, because air cannot circulate properly and keep wall surfaces behind free from condensation.
- (10) If the walls of your kitchen or bathroom are painted in gloss paint, condensation will quickly show on them whenever the rooms are in use, but the moisture can be wiped away and it is unlikely to cause mould growth. If however, mould growth should occur on any surface, make sure it is completely killed off by thoroughly cleaning the surfaces with an antiseptic or fungicidal solution. The purpose of cleaning surfaces affected with an antiseptic or fungicidal solution is to kill any mould spores that may have roots in the plaster under the decorations, for if their roots are not killed, the mould will soon reappear whether or not you have redecorated the walls.
- (11) If you are out during the day, you should try to maintain a safe heating appliance in operation even though it is on a low heat. Otherwise during cold weather when you come in and start cooking, washing and heating the rooms to a comfortable temperature condensation will form very rapidly on the cold surfaces.

#### **Insurance (A)**

116.

- (1) You must not to do anything which might cause the Landlord's policy of insurance on the dwelling or on any of the Landlord's fixtures and fittings to become void or voidable or causes the rate of premium on the policy to be increased, provided that the Landlord's insurers requirements have been made known to you. You will pay damages to the Landlord for breach of this Agreement in respect of increased premium and all reasonable expenses incurred by the Landlord in or about any such renewal of such policy rendered necessary by breach of this provision
- (2) You must inform the Landlord or the Landlord's Agent of any loss or damage to the dwelling or fixtures and fittings within a reasonable time of the damage having come to your notice
- (3) You must provide the Landlord or the Landlord's Agent with details of such loss or damage, as soon as is practicable, of that loss or damage having come to your notice
- (4) You acknowledge that your belongings, furnishings and equipment within the dwelling are not covered by any insurance policy maintained by the Landlord and there is no provision for occupiers' liability insurance.

#### **Green Deal (A)**

117.

- (1) The Landlord confirms you have been provided with full written details of any Green Deal finance in accordance with the Section 12(2)(b) of the Energy Act 2011 and Green Deal (Disclosure) Regulations 2012 prior to the start of the Contract.
- (2) The Landlord confirms that you are only liable for Green Deal finance payments relating to the term of the Contract.
- (3) The Landlord will not sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the Dwelling during the Contract without the prior written consent of the Contract-holder.
- (4) You must pay all Green Deal finance payments where applicable, with the energy service provider during and at the end of the Tenancy. You acknowledge that certain terms of the Green Deal plan that have been disclosed to you at the start of the Contract are binding on you for the term of the contract.
- (5) You must not sign any Green Deal plan or enter into any finance for the installation of energy saving measures at the dwelling during the Contract without the prior written consent of the Landlord or Landlord's Agent.

#### **Energy Performance Certificate ("EPC") (A)**

118.

- (1) You confirm you have been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this Contract.
- (2) You agree that upon being given 24 hours prior written notice you will allow access to all appropriate areas of the dwelling to any Domestic Assessor appointed by the Landlord or the Landlord's Agent for the purposes of carrying out a Domestic Energy Report.

#### **Car Parking (A)**

119.

- (1) If you are allocated a car parking space at the dwelling, you may park a private vehicle only. You are required to park in the garage or the driveway to the dwelling if applicable.
- (2) You must keep any garage, driveway, or parking space free of oil and to compensate the Landlord for the removal and cleaning of any spillage caused by your vehicle or that of your family, contractors or

visitors.

- (3) The vehicle must be in a roadworthy condition and fully taxed.
- (4) You must remove all vehicles belonging to you, your family or visitors at the end of the Contract.

#### **Gardens (A)**

120.

- (1) You must keep gardens, window boxes or grounds in good order; the paths tidy, the grass cut and borders weeded and in the same style and condition as at the commencement of the Contract.
- (2) You must cut the grass regularly during the growing season.
- (3) You should not alter the existing design, content or layout of the garden or grounds without the prior written consent of the Landlord or Landlord's Agent and will water all plants during any dry periods subject to any restrictions relating to the watering of gardens imposed by the relevant local water supplier.
- (4) You should keep the garden patio or decking (if any) clear and free from any surface deposits, such as algae and moss during the Contract.
- (5) You should not permit, keep or bring into the garden or grounds portable buildings, vans, commercial vehicles, boats, huts or sheds without the prior written consent of the Landlord or Landlord's Agent, which cannot be unreasonably withheld. At the end of this Contract you will remove all such items and make good the garden or grounds to the Landlord's reasonable satisfaction

#### **Interruptions to the Contract (A)**

121.

- (1) Rent shall cease to be payable, if the dwelling is destroyed or made uninhabitable by fire, or any other risk against which the Landlord's policy has insured, until the dwelling is reinstated and rendered habitable; unless the insurance monies are not recoverable (whether in whole or in part) or the damage needs to be made good because of anything done or not done by you, your family, or your visitors; or the insurer pays the costs of re-housing you. It is agreed that the Landlord has no obligation to re-house you.
- (2) If the dwelling is not made habitable within one month, unless you are in breach of the above clause either party may terminate this Contract, with immediate effect, by giving written notice to the other party.
- (3) On service of a notice to terminate following failure to reinstate within the period specified in the above clause, the Term is to cease absolutely, but without prejudice to any rights or remedies that may have accrued to the Landlord or you and all money received in respect of the insurance effected by the Landlord under this Contract is to belong to the Landlord absolutely.

#### **Superior Lease and Ownership and Consents (A)**

122.

- (1) The Landlord shall ensure that all necessary consents to enable the Landlord to enter this Contract have been obtained (whether from Superior Landlords, mortgagees, insurers, or others).
- (2) The Landlord will comply with all the obligations imposed upon the Landlord by a Superior Landlord if the dwelling is held under a Superior Lease.
- (3) The Landlord will take all reasonable steps to ensure that the Superior Landlord complies with the obligations of the Superior Lease.
- (4) You must comply with all the conditions of any Superior Lease of which you have been given notice under which the Landlord owns the dwelling (if applicable) except for the payment of ground rent and

maintenance charges, and to perform any covenants in the Superior Lease.

- (5) You agree to enter into any agreement, deed of covenant or licence with the superior landlord (being the person to whom the ownership or interest in the dwelling might recert in the fullness of time) to observe and perform the covenants of the Superior Lease if reasonably required to do so.

#### **Tax and Insurance (A)**

123.

- (1) The Landlord will pay, cover and compensate the contract holder for all tax assessments and outgoings for the dwelling apart from those specified as the obligations of the contract-holder in this contract.
- (2) The Landlord will appoint a Rent collection agent in the UK if the normal place of abode of the Landlord is not the UK for more than six months in the tax year; or in the absence of such an appointment the contract-holder may deduct and account to HMRC for basic rate tax from all Rent prior to forwarding it to the Landlord; to comply with the obligations under United Kingdom legislation.
- (3) The Landlord shall insure the buildings and contents of the dwelling under a policy appropriate for a let property against third party liability and all other risks usually covered by buildings and contents property insurance policies general household policy with a reputable insurer and to provide, upon reasonable request, a copy of the relevant insurance certificate and policy to the contract-holder

#### **Acceptance of Rent (A)**

124.

Acceptance of Rent by the Landlord or the Landlord's Agent shall be at all times without prejudice to and shall not be a waiver of the rights and remedies of the Landlord in respect of any breach of your agreements of stipulations contained in this Contract; and any Rent paid by any third party will be accepted from that person as your agent only and will not confer on the third party any rights that you have as Contract-holder.

#### **Joint and Several Liability (A)**

125.

Where there are multiple contract-holders under this Contract, your liability will be joint and several.

#### **The Immigration Act – Right to rent (A)**

126.

You must provide to the Landlord or Landlord's Agent upon request proof of the Contract-holder and any occupant of the dwelling over the age of 18's Right to Rent under the Immigration Act and any subsequent proof required where the Contract-holder was initially subject to a Time Limited Stay.

#### **General Data Protection Regulation (GDPR UK) (A)**

127.

- (1) Information supplied by the Landlord and the Contract-holder will be held in accordance with the General Data Protection Regulation (UK) (GDPR UK) and the Data Protection Act 2018 (as amended) including any relevant UK national information rights legislation as may be implemented, amended or updated from time to time ("Data Protection Laws"). This information may be used or shared with utility providers, utility notifiers, local authorities, credit reference providers and contractors to provide services to you and your rental Dwelling under contract, and for the lawful collection of tax. We may use your personal information for debt tracing & collection, credit, insurance and rental decisions. We will comply with the law if we receive any formal disclosure requests. Disclosure requests are considered with

regard to the exemptions provided by The Data Protection Act 2018 and with advice from a qualified data protection professional, if appropriate. The Landlord's Agent may in certain circumstances, record special categories of data, as defined in the GDPR UK and the Data Protection Act 2018. Any party is entitled to ask for a copy of any information held, details of all your rights as a data subject are set out in our Privacy Policy. Information may be amended, upon request, if it is found to be incorrect.

- (2) Information supplied by the Landlord or the Contract-holder to the Landlord's Agent will be processed in accordance with the law and details of our processing is set out in our Privacy Policy, which can be read on our website <https://www.romans.co.uk/privacy-policies>. We regularly review and update our Privacy Policy to keep our customers fully informed. If you have any questions or queries regarding our compliance with UK data protection legislation, please contact our Data Protection Officer by email at [dataprotection@lrg.co.uk](mailto:dataprotection@lrg.co.uk).
- (3) Personal data may be held outside the EEA in accordance with the UK GDPR and Data Protection Act 2018. Whilst our data centres are based in the UK and EEA, backup data may be stored outside the EEA in accordance with UK GDPR using standard contractual clauses.
- (4) If you have consented to receive any marketing offers, newsletters, market information or promotional emails, please see our Direct Marketing Policy on our website which sets out how we comply with the law including The Privacy and Electronic Communications Regulations 2003 (as amended). If you have any concerns, please contact our Data Protection Officer at [dataprotection@lrg.co.uk](mailto:dataprotection@lrg.co.uk).

#### **Specially Negotiated Clauses (A)**

##### **Electric Vehicles/Scooter/Bicycles**

128.

- (1) The electric supply and installations in the Dwelling are provided for normal domestic use and must not to be used to charge Electric Vehicles of any size or capacity.
- (2) The Contract Holder must not install or change any electric car charging point without the consent of the Landlord, such consent will not be unreasonably withheld.
- (3) The Contract Holder is strictly prohibited from charging electric cars at the Dwelling unless from a suitable electric car charger.
- (4) Electric scooters, bicycles or similar electric items must not be brought into the inside of the Dwelling for storage or for charging purposes at any time.

129.

No specially negotiated clauses.

## ANNEX

See term 55

### ESTATE MANAGEMENT GROUNDS

### REDEVELOPMENT GROUNDS

#### *Ground A (building works)*

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

#### *Ground B (redevelopment schemes)*

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

### SPECIAL ACCOMMODATION GROUNDS

#### *Ground C (charities)*

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

#### *Ground D (dwelling suitable for disabled people)*

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

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

5.
  - (1) The landlord is a housing association or housing trust which makes dwellings available only for

occupation (whether alone or with others) by people who are difficult to house, and –

- (a). either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
  - (b). the landlord required the dwelling for occupation by such a person (whether alone or with members of that person's family).
- (2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

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

6. The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—
- (1) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
  - (2) there is no longer a person with those special needs living in the dwelling, and
  - (3) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

*Ground G (reserve successors)*

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

*Ground H (joint contract-holders)*

8

- (1) This ground arises if the first condition and the second condition are met.
- (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—
  - (a). section 111, 130 or 138 (withdrawal), or
  - (b). section 225, 227 or 230 (exclusion).
- (3) The second condition is that—
  - (a). the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
  - (b). where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

*Ground I (other estate management reasons)*

9

- (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
- (2) An estate management reason may, in particular, relate to—



- (a). all or part of the dwelling, or
- (b). any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

DRAFT EXAMPLE

**NOTICE OF LANDLORD'S ADDRESS**

*This form is for use by a landlord to give notice to a contract-holder under section 39(1) of the Renting Homes (Wales) Act 2016 of an address to which documents intended for the landlord may be sent.*

<p style="text-align: center;"><b>Part A: Landlord</b></p> <p>Name: LANDLORD NAMES</p> <p>Address: LANDLORD ADDRESS</p>	<p style="text-align: center;"><b>Part B: Contract-Holder(s)</b></p> <p>Name(s): CONTRACT HOLDER NAMES</p>
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<b>Part C: Dwelling</b>
<p>Address: DWELLING ADDRESS</p>

  

<b>Part D: Notice of Landlord's Address</b>
<p>Address:</p>  <p>This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord.</p>

  

<b>Part E: Signature</b>
<div style="display: flex; justify-content: space-between;"> <span>Signed by, or on behalf of, the landlord:</span> <span>Date:</span> </div>    