

**WRITTEN STATEMENT OF A FIXED TERM
STANDARD OCCUPATION CONTRACT**

Renting Homes (Wales) Act 2016 (as amended)

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Occupation contract and accompanying documents for the dwelling known as:

Flat 1
234 Example Street
Cardiff
EX1 2AM

Between

EXAMPLE LANDLORD

and

The landlord

Contract Holder 1

The contract-holder(s)

Checklist of contents of the written statement

- ✓ Explanatory information
- ✓ Understanding the terms of this written statement of occupation contract
- ✓ Form RHW2 – notice of landlord's address
- ✓ Occupation contract (key matters, terms, estate management grounds)
- ✓ Using your personal information (privacy policy)
- ✓ Deposit required information
- ✓ A Home in the Private Rented Sector: a Guide for Tenants in Wales
- ✓ Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

EXAMPLE

EXPLANATORY INFORMATION

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

“Occupation date” means the day you are entitled to begin occupying the dwelling.

The terms of the written statement of the occupation contract consist of:

Key Matters are-

- the dwelling,
- the occupation date,
- the amount of rent or other consideration,
- the rental periods
- the contract is made for a fixed term and the term for which it is made. A potential periodic contract may follow,
- if there are periods during which the contract-holder is not entitled to occupy the dwelling as a home, those periods (see sections 121 and 133 of the Act).

Fundamental Terms are-

- provisions of the Act or any other enactment that the Welsh Ministers specify are fundamental terms that are automatically incorporated as terms of the occupation contract
- some of the fundamental provisions cannot be omitted or modified and must reflect the wording in the Act apart from editorial changes, and that others, subject to the agreement of the landlord and contract-holder, can be omitted or modified, but only if doing so improves the position of the contract-holder

Supplementary Terms are-

- provisions set out in regulations made by Welsh Ministers, which are also automatically incorporated, except where the contract is a converted contract, as terms of the occupation contract unless they are omitted or modified as described in the next point
- the supplementary terms can be omitted or modified, subject to the agreement of the landlord and contract-holder, either to improve the position of the landlord or the contract-holder, provided that the omission or modification would not make a supplementary term incompatible with a fundamental term.

Additional Terms -

- these can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term
- these are agreed by the landlord and contract-holder

If any fundamental or supplementary provisions have not been incorporated as terms of the occupation contract, they are identified in this written statement by ~~striking through the text~~.

This written statement of the occupation contract must be given to you before 14 days of the occupation date.

For each day that the written statement of the occupation contract is late, the landlord may be liable to pay you compensation equivalent to a day’s rent for each day the written statement is not provided, up to a maximum of two months’ rent unless the landlord’s failure to provide a written statement was intentional in which case, you can apply to the court to increase the amount.

The written statement of the occupation contract can be provided electronically if the contract-holder has agreed to receive the written statement in an electronic form.

The written statement of the occupation contract sets out the rights and responsibilities of the contract-holder and the landlord.

You should read the terms of the written statement of the occupation contract to ensure you fully understand them and that you are content that they reflect the modifications to terms or additional terms agreed between you and the landlord.

You should keep this written statement of the occupation contract safe, as you may need to refer to it in the future.

More information about occupation contracts, including dispute resolution, can be found-

- on the website provided by the Welsh Government,
- from advice agencies such as the Citizens Advice Cymru or Shelter Cymru, or
- from independent legal advisors.

Disputes regarding the terms of the occupation contract may be determined in the county court, but if you have an issue with the dwelling, you should first contact your landlord to try and resolve it but if this is not successful, then advice agencies, such as the Citizens Advice Cymru or Shelter Cymru or independent legal advisors, may be able to assist.

Any additional term, or modification to a supplementary term, incorporated in the occupation contract is not binding on the contract-holder if it is an unfair term under section 62 (requirement for contract terms and notices to be fair) of the Consumer Rights Act 2015.

Without a court order, you cannot be evicted unless you abandon the dwelling.

You have important rights relating to how they can use the dwelling, although some of these rights are subject to obtaining the landlord's consent.

You can be held responsible for any anti-social behaviour or other prohibited conduct of anyone who lives in or visits the dwelling.

Anti-social behaviour or other prohibited conduct can include-

- excessive noise,
- verbal abuse,
- physical assault, and
- domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

A succession right may apply to someone who lives in the dwelling with you.

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

The contract is a fixed term standard contract, and it lasts for a specified period of time agreed between the contract-holder and the landlord.

If the contract-holder remains in occupation after the end of the term and no new contract has been made, the landlord and contract-holder are to be treated as having made a new periodic standard contract in relation to the dwelling that continues from one rental period to the next (typically monthly, weekly or quarterly). The terms of that potential contract are set out later in this written statement by separately setting out all of the terms.

Before a court can make a possession order, the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied-

- you have broken one or more terms of the contract (which include failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the dwelling), and it is reasonable to evict you
- you are in serious rent arrears (for example, where the rental period is a month, at least two months' rent is unpaid)
- the landlord needs to move you, and one of the estate management grounds under section 160 of the Act applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict you.
- Regarding the potential periodic contract, the landlord has given you notice under section 173 of the Act that you must give up possession on a specified date in the notice and the landlord also must demonstrate-
 - no restrictions on giving notice under section 173 of the Act apply, including the restrictions, set out in section 75 (other consequences of operating unlicensed HMOs: restriction on terminating tenancies) and section 98 (other consequences of operating unlicensed houses: restriction on terminating tenancies) of the Housing Act 2004 and section 44 (restriction on terminating tenancies) of the Housing (Wales) Act 2014, and
 - you have been given at least six months' notice that you must give up possession, and the notice must not have been issued in the first six months of the occupation date, except where the contract is within Schedule 8A(3) or Schedule 9(4) to the Act, and
 - where the contract is within Schedule 8A to the Act, the contract-holder was given at least two months' notice that they must give up possession.

Understanding the terms of this written statement of occupation contract

Fundamental, Supplementary and Additional Terms

The fundamental, supplementary, and additional terms of this occupation contract are set out below. 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, and 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.

References in this written statement of occupation contract

A term referring to the contract-holder might use “you” instead of “the contract-holder”. Similarly, a term referring to something belonging to the contract-holder might use “your” rather than “the contract-holder’s”.

A reference to the contract-holder refers to all contract-holders if more than one. Furthermore, a reference to “you” refers to all contract-holders if more than one.

A reference to “the Act” is a reference to the Renting Homes (Wales) Act 2016.

Any reference to the landlord includes a reference to the landlord’s agent as applicable.

Any reference to a landlord doing a thing includes a reference to any other person acting on behalf of the landlord with the landlord’s authority doing the thing.

Terms that apply during this contract

The terms for the fixed-term contract appear first underneath the names of parties and key matters.

If you remain in occupation after the end of the fixed term and no new contract has been made, the landlord and the contract-holder are to be treated as having made a new periodic standard contract in relation to the dwelling. The potential contract has an occupation date falling immediately after the end of the fixed term and has rental periods that are the same as those for which rent was last payable under the fixed term. The terms of the potential contract are separately set out later after the terms for the fixed-term contract.

Form RHW2

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.

Part A: Landlord
Name: EXAMPLE LANDLORD
Address: Imperial Property Management 164a Richmond Road Cardiff CF24 3BX

Part B: Contract-Holder(s)
Name(s): Contract Holder 1

Part C: Dwelling
Address: Flat 1 234 Example Street Cardiff EX1 2AM

Part D: Notice of Landlord's Address
Address: Imperial Property Management 164a Richmond Road Cardiff CF24 3BX
This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord.

Part E: Signature	
Signed by, or on behalf of, the landlord:	Date:
.....	22/02/2023

NAMES OF PARTIES & KEY MATTERS

Date of occupation contract

22/02/2023

Names of the parties to the contract

Landlord Name(s)

EXAMPLE LANDLORD

Rent Smart Wales registration number: #RN-43123-78058

Contract-holder(s)

Contract Holder 1

Dwelling

The **dwelling** to which this contract relates

Flat 1
234 Example Street
Cardiff
EX1 2AM

Fixed term

Occupation date (inclusive)

01/03/2023

Fixed term period (inclusive)

From the **01/03/2023** to the **31/08/2023**

Rent and deposit

The **amount of rent**

£1000.00

The **rental periods** are payable in advance every

Calendar month

The first **FULL** payment of rent shall be payable on the

01/03/2023

And thereafter shall be payable in advance on the

1st day of every Calendar month

Method of payment

By standing order using the following bank details:

Account name: [name must be exact as shown on bank account]
Sort Code: xxx
Account Number: xxx

Deposit (payable in full on or before the occupation date)

£1200.00

TERMS OF FIXED TERM CONTRACT

Initial Requirements

1. Occupation contract (A)

(1) This occupation contract is subject to arrangements for the first payment (including first rent in advance and tenancy deposit).

(2) Subject to subparagraph (1), the landlord lets, and the contract-holder takes the dwelling on the terms of this occupation contract.

Rent and other charges

2. Payment of rent (A)

(1) The contract-holder must pay the rent in advance, whether formally demanded or not, on time, at times and in the manner set out in this contract, and you shall not make any unlawful deduction from the rent.

(2) Any person paying the rent or any part of it shall be deemed to have paid it as an agent, for and on behalf of the contract-holder, which the landlord shall be entitled to assume without enquiry.

(3) If the occupation date is earlier than the date when the first FULL payment of rent is payable, you shall also pay a proportionate amount of rent from the occupation date to the day before the first FULL payment of rent date (calculated daily) on or before the occupation date.

3. Receipt of rent or other consideration (S)

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

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

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

5. Right of set off (F+)

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

Deposit

6. Form of security (F+)

(1) The landlord under an occupation contract may not require security to be given in any form other than-

- (a) money, or
- (b) a guarantee.

7. Requirement to use a deposit scheme (F)

- (1) If the contract-holder under an occupation contract pays a deposit (or another person pays a deposit on his or her 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 an authorised deposit scheme, and
 - (b) give the contract-holder (and any person who has paid the deposit on his or her behalf) the required information.
- (3) The required information is such information as may be prescribed 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 this Chapter, including the contract-holder's rights (and the rights of any person who has paid the deposit on his or her behalf) in relation to the deposit.

8. **Payment, purpose, and use of deposit (A)**

- (1) If a deposit is payable, this term does not agree that all or part of the deposit has been paid or constitutes a receipt for any payment.
- (2) If a deposit has been paid, it is paid as security for the performance of the contract-holder's obligations. It may be used to compensate the landlord for any reasonable costs or losses as outlined in this contract or otherwise owed to the landlord. Also, the deposit may be used (but not limited to) for any breach or failure to comply with any obligations, damage done during the contract, cleaning, outstanding rent, removal and storage of items, costs or losses in relation to serving notices and possession proceedings through the court (whether or not due to the contract-holder's fault) or any costs or losses associated with recovering the deposit from the authorised deposit scheme. To avoid doubt, costs or losses include the landlord's or agents' time and may consist of potential or future rent.
- (3) Before any deposit is repaid, the contract-holder must be able to demonstrate that bills for charges for water, gas, Council Tax, electricity, TV licence, telephone, and internet services, for which you are liable the duration of the contract, have been paid.
- (4) The contract-holder cannot use any deposit to pay the rent during the contract without the landlord's consent.
- (5) At the end of the contract, the landlord may use any deposit to pay unpaid accounts or charges for TV licence, telephone, internet, Council Tax, water, electricity or gas or other fuels used by the contract-holder in the dwelling, unless lawfully withheld by you.
- (6) Otherwise, at the end of the contract and after the return of all keys and security devices, the landlord shall repay any deposit (without interest and subject to any reasonable deductions made under this contract) within ten days starting from when the amounts of all deductions (if any) are known to the landlord.

Prohibited conduct

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

- (1) The contract-holder under an occupation contract 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 the occupation contract, or
 - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract.

- (2) The contract-holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity-
- (a) in the dwelling subject to the occupation contract, or
 - (b) in the locality of that dwelling.
- (3) The contract-holder must not engage or threaten to engage in conduct-
- (a) capable of causing nuisance or annoyance to-
 - (i) the landlord under the occupation contract, 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) The contract-holder may not use or threaten to use the dwelling subject to the occupation contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.
- (5) The contract-holder must not, by any act or omission-
- (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in subparagraphs (1) to (3), or
 - (b) allow, incite or encourage any person to act as mentioned in subparagraph (4).

Control of the dwelling

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

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

11. **Use the dwelling as only or principal home (A)**

(1) The contract-holder must only use the dwelling as a private dwelling.

(2) The contract-holder must occupy the dwelling as your only or principal home

12. **Sharing dwelling with other occupiers (A)**

(1) The contract-holder has the right to use, in common with others, any shared rights of access, stairways and communal parts.

13. **Parking (A)**

(1) The contract-holder must not park any vehicle or other thing on any forecourt, parking space or similar area (if any) nor allow anyone else to do so unless the landlord consents.

(2) If consent under subparagraph (1) is given, the consent may be subject to additional periodic payments and such terms and conditions as the landlord may require from time to time (for example, that any parked vehicle be taxed and have an MOT).

14. **Use of landlord's furniture and furnishings (if any) (A)**

(1) This contract includes the use of the landlord's furniture and furnishings as set out in any inventory (if one).

15. **Use of appliances (if any) (A)**

(1) The contract-holder has the use of all appliances provided in the dwelling, as listed in the inventory (if one), save those which are noted as not working. However, should any items require repair or are beyond repair, the landlord does not undertake to arrange a repair, pay for any costs of repair or to replace the appliance, except those which the landlord is required by law to maintain.

16. **Permitted occupiers (S)**

(1) The contract-holder may NOT permit OTHER persons ~~who are not lodgers or sub-holders~~ to live in the dwelling as a home WITHOUT THE LANDLORD'S CONSENT.

17. **Pets (A)**

(1) The contract-holder must not keep any pets or other animals in the dwelling without the landlord's consent.

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

(1) The landlord under an occupation contract may not, by any act or omission, interfere with the contract-holder's right to occupy the dwelling.

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

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

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

- (a) acts on behalf of the landlord, or
- (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,

interferes with the contract-holder's right by any lawful act or omission.

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

(1) The landlord may enter the dwelling at any reasonable time for the purpose of-

- (a) inspecting its condition and state of repair, or
- (b) carrying out works or repairs needed in order to comply with section 91 or 92 of the Act.

(2) The landlord must give at least 24 hours' notice to the contract-holder before exercising that right.

(3) Subparagraph (4) applies where-

- (a) the dwelling forms part only of a building, and
- (b) in order to comply with section 91 or 92 of the Act, 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 section 91 or 92 of the Act 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.

20. **Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)**

(1) In circumstances where the contract-holder has not undertaken those repairs that are their responsibility in accordance with ~~regulation 14(2) and (3)~~ THIS CONTRACT, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in any inventory, or replacing them.

(2) But the landlord must give the contract-holder at least 24 hours' notice before entering the dwelling.

21.

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

(1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, the contract-holder must give the landlord immediate access to the dwelling.

(2) If the contract-holder does not provide access immediately, the landlord may enter the dwelling without the permission of the contract-holder.

(3) If the landlord enters the dwelling in accordance with subparagraph (2), the landlord must use all reasonable endeavours to notify the contract-holder that they have entered the dwelling, as soon as reasonably practicable after entry.

(4) For the purpose of subparagraph (1), an emergency includes-

- (a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
- (b) something which, if not dealt with by the landlord immediately, would put at imminent risk the health and safety of the contract-holder, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

22.

Landlord's right to enter the dwelling – other (A)

(1) On the landlord giving the contract-holder at least 24 hours' notice, you must allow the landlord or any person acting on behalf of the landlord to view the property at reasonable times, accompanying a prospective tenant, contract-holder or purchaser of the property. You will ensure that the electricity and gas are kept on, the property is kept in a tidy and presentable condition, and the property is kept warm during viewing periods.

(2) On the landlord giving the contract-holder at least 24 hours' notice, you must allow the landlord, or any person acting on behalf of the landlord, access for any other reasonable purpose for the general management of the building or dwelling, including (but not limited to): surveyors, energy assessors and contractors.

(3) Where a valid written notice of the need to enter the dwelling for any reason under this contract (except in case of emergency when access shall be immediate) has been served, the contract-holder agrees to the use of the landlord's or agent's keys to gain access at the time of the visit.

(4) Any breach of any part of subparagraph (1) to (3) may result in you being liable to the landlord or agent for any costs or losses (including potential costs or losses) as a result of the breach. Those costs or losses include (but are not limited to) potential rent loss, contractor call out fees, and Council Tax (or any replacement), which the landlord may not otherwise have been liable for (for example, during a vacant period which may have been avoidable).

Care of the dwelling – contract-holder's responsibilities

23.

Duty to take care of the dwelling (S)

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

- (a) take proper care of the dwelling, fixtures and fittings within the dwelling or to any items listed in any inventory,
- (b) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the consent of the landlord,
- (c) keep the dwelling in a state of reasonable decorative order AND ALL WORKS REQUIRE THE PRIOR CONSENT OF THE LANDLORD, and
- (d) not keep anything in the dwelling that would be a health and safety risk to the contract-holder, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling WITH A LAWFUL ACTIVITY IN THE LOCALITY.

24.

Safety and dangerous or flammable goods (A)

- (1) The contract-holder or any other person must not-
- (a) use any paraffin or gas cylinder/bottle heaters inside the dwelling,
 - (b) use any open chip pans or other potentially dangerous household items,
 - (c) burn any solid fuel at the dwelling (e.g., logs or coal) (except for everyday barbecue use outside) without the landlord's consent,
 - (d) remove or damage any fire facilities, equipment, or devices,
 - (e) alter the operation of, or disable, the smoke or carbon monoxide alarms,
 - (f) use candles except in cases of an emergency (for example, power cut at night),
 - (g) smoke nor vape in the building.
- (2) If there are any fire doors-
- (a) the contract-holder and guests must keep fire doors closed when not in use,
 - (b) the contract-holder or guests must not disable, interfere, or tamper with any fire door self-closing devices,
 - (c) the contract-holder should report any fault or damages to the fire doors immediately to the landlord.
- (3) The contract-holder must test all smoke and carbon monoxide alarms monthly and clean the alarms on a three-monthly basis, using the soft brush of a vacuum cleaner.
- (4) The contract-holder must ensure that all common areas (if any) are kept clean and free from obstruction. If you cause or allow any obstruction to the common areas of the building, then the landlord, acting reasonably, may remove an obstruction and charge you the costs of removing the obstruction.
- (5) The contract-holder agrees to notify the landlord as soon as reasonably practical of any issues.

25.

Garden and grounds (if any) (A)

- (1) The contract-holder must keep the garden and grounds (if any) adequately cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs, hedges and trees pruned but not alter the character or layout of the garden or grounds.

26.

Broken glass (A)

- (1) The contract-holder must replace all broken glass promptly with the same quality glass, subject to any statutory minimum, where you, any permitted occupier or any person visiting the dwelling cause the breakage.

27.

Rubbish, waste and vermin (A)

- (1) The contract-holder must dispose of all rubbish and waste correctly and according to local authority requirements. This includes (but is not limited to) ensuring all rubbish is placed correctly in bin bags approved by the local authority and left neat and tidy whilst awaiting collection or placed in appropriate wheelie bins as approved by the local authority.
- (2) The contract-holder must not put rubbish anywhere other than in the areas provided.
- (3) If you produce more rubbish than what the local authority will collect or rubbish/waste is too large for collection, you must promptly make appropriate arrangements for the lawful removal and disposal of all waste or rubbish.
- (4) The contract-holder must take all reasonable and practical steps to keep the dwelling free from infestation by vermin. Should an infestation occur during this contract, the contract-holder will

arrange and pay for pest control unless such infestation occurs as a failure of the landlord to comply with the repairing obligations.

28. **External appearance (A)**

(1) The contract-holder must not place or exhibit any notice board or notice visible from the outside of the dwelling advertising any profession, trade or business, any goods or services or anything which may be offensive.

(2) The contract-holder must keep the general external appearance looking clean, tidy and respectable, including keeping curtains or blinds clean and properly hung or fitted.

(3) The contract-holder must keep the windows of the dwelling clean.

29. **Pipes and drains (A)**

(1) The contract-holder must not cause blockage to the drains and pipes, gutters and channels in or about the building.

(2) The contract-holder must take all reasonable precautions to prevent damage occurring to any pipes or other installations to the dwelling that may be caused by frost, provided the pipes, and other installations are kept adequately insulated by the landlord.

30. **Small reasonable jobs (A)**

(1) The contract-holder must carry out the small jobs about the dwelling which a reasonable contract-holder would do (and which are not the landlord's obligation to repair) including (but not limited to)-

- (a) replacing lightbulbs
- (b) resetting a tripped breaker
- (c) replacing batteries in any items
- (d) unstopping a sink or toilet when it is blocked by your waste

31. **Ventilation (A)**

(1) The contract-holder must-

- (a) ensure that all rooms are adequately ventilated and heated,
- (b) ensure any extractor fans (or similar) are correctly used during use of the relevant room and not turned off or blocked, and
- (c) keep any extractor fans (or similar) clean.

32. **Cleanliness during contract (A)**

(1) The contract-holder must keep the dwelling reasonably clean for the duration of this contract.

(2) The contract-holder must keep any appliances reasonably clean for the duration of this contract.

33. **Insurance (A)**

(1) If the landlord insures the dwelling and the insurance considers the dwelling uninhabitable, the insurance (if any) may contribute towards alternative accommodation or the rent payable (if covered by the policy). The landlord agrees to notify the insurance of a potential claim within a reasonable period.

(2) The contract-holder must not do or permit to be done in or about the dwelling any act or thing which may render void or invalidate the insurance of the dwelling or the building against any insured risk or otherwise increase the ordinary premium for the insurance. Details of the landlord's insurance will be provided on written request.

(3) The contract-holder will pay any excess on the landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by you or any of your visitors or persons known to you.

(4) The landlord's insurance does not cover your possessions. You are strongly advised to insure your possessions with a reputable insurer.

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

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

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

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

Care of the dwelling – landlord's obligations

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

(1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must ensure that the dwelling is fit for human habitation-

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

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

36. **Landlord's obligation to keep a dwelling in repair (F+)**

(1) The landlord under a periodic standard contract or a fixed term standard contract made for a term of less than seven years 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 subparagraphs (1) and (2) 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 term, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

37.	<p>Further landlord obligations under the fitness obligations and the repairing obligations: supplementary (F+)</p>
	<p>(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 section 91 or 92 of the Act.</p> <p>(2) The landlord may not impose any obligation on the contract-holder in the event of the contract-holder's enforcing or relying on the landlord's obligations under section 91 or 92 of the Act.</p>
38.	<p>Limits on the fitness obligations and the repairing obligations: general (F+)</p>
	<p>(1) Section 91(1) of the Act does not impose any liability on a landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.</p> <p>(2) Sections 91(1) and 92(1) of the Act do not require the landlord-</p> <ul style="list-style-type: none"> (a) to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or (b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause. <p>(3) If the dwelling forms part only of a building, sections 91(1) and 92(2) of the Act 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.</p> <p>(4) Relevant causes are fire, storm, flood or other inevitable accident.</p> <p>(5) Section 92(2) of the Act does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the contract-holder's enjoyment of-</p> <ul style="list-style-type: none"> (a) the dwelling, or (b) the common parts that the contract-holder is entitled to use under the occupation contract.
39.	<p>Limits on the fitness obligations and the repairing obligations: contract-holder's fault (F+)</p>
	<p>(1) Section 91(1) of the Act 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) of the contract-holder or a permitted occupier of the dwelling.</p> <p>(2) The landlord is not obliged by section 92(1) or (2) of the Act to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the dwelling.</p> <p>(3) "Lack of care" means a failure to take proper care-</p> <ul style="list-style-type: none"> (a) of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that the contract-holder is entitled to use under the occupation contract.
40.	<p>Limits on the fitness obligations and the repairing obligations: notice (F+)</p>
	<p>(1) The landlord's obligations under sections 91(1)(b) and 92(1) and (2) of the Act 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.</p> <p>(2) The landlord complies with the obligations under those provisions 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.</p> <p>(3) Subparagraph (4) applies if-</p> <ul style="list-style-type: none"> (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 section 91(1) or 92(1) or (2) of the Act.

(4) 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.

41. **Contractor charges where repair not landlord's fault (A)**

(1) Where the contract-holder or other person on your behalf requests a repair or visit, and on inspection, the problem has been caused by a failure on your part (for example, drains blocked by your waste or boiler issues caused by not having any credit on a utility meter), or, you fail to allow entry to a contractor during some notified period, you shall be responsible for the reasonable costs of the contractor's visit.

42. **Reasonable facilities to be provided when carrying out works or repairs (A)**

(1) The contract-holder must afford the landlord and contractors' all reasonable facilities for executing any works or repairs that the landlord is entitled to execute.

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

(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 section 91 or 92 of the Act may enforce the section 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 the occupation contract.

Making changes to the dwelling

44. **Changes to the dwelling (S)**

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

(2) For the purposes of subparagraph (1), "alteration" includes-

- (a) any addition to or alteration of the fixtures and fittings in the dwelling,
- (b) the erection of an aerial or satellite dish,
- (c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
- (d) the carrying out of external decoration to the dwelling.

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

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

(1) If the contract-holder becomes aware that the dwelling has been or will be unoccupied for 28 14 or more consecutive days, the contract-holder must notify the landlord as soon as reasonably practicable.

46. **Security of the dwelling – locks (S)**

(1) The contract-holder must take reasonable steps to ensure the dwelling is secure.

(2) WITH THE LANDLORD'S PRIOR CONSENT, the contract-holder may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.

(3) If any change made under subparagraph (2) results in a new key OR SECURITY DEVICE being needed to access the dwelling or any part of the dwelling, the contract-holder must notify the

landlord as soon as reasonably practicable and make available to the landlord a working copy of the new key OR SECURITY DEVICE.

47. **Security of the dwelling – general (A)**

(1) Where a key or other security device is lost, the contract-holder is to pay the reasonable costs incurred by the landlord or agent (including the cost of a contractor) for providing replacement locks, keys or security devices.

(2) The contract-holder or other permitted occupiers must not exit the dwelling without a set of keys (or other security devices) except in an emergency. Where the landlord or agent attends the dwelling to gain entry after a request by you or someone acting on your behalf, you are to pay reasonable compensation to the landlord or agent for attending or the costs of a contractor attending.

(3) The landlord is entitled to retain a key or security device for the dwelling.

(4) If the dwelling contains a burglar alarm, the contract-holder-

- (a) must not change the burglar alarm codes without consent;
- (b) must activate the alarm when the dwelling is not occupied, and
- (c) must regularly check that the burglar alarm is working.

(4) The landlord is not required to provide a regular maintenance contract or repair any burglar alarm (if one).

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

48. **Permissible forms of dealing (F+)**

(1) The contract-holder under an occupation contract may not deal with the occupation contract, the dwelling or any part of the dwelling except-

- (a) in a way permitted by the 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 the occupation contract (or with the occupation contract, the dwelling or any part of the dwelling), except-

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

(3) If the contract-holder does anything in breach of subparagraph (1), or a joint contract-holder does anything in breach of subparagraph (2)-

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

49. **Permitting lodgers (S)**

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

Provisions about joint contract-holders

50. **Adding a joint contract-holder (F+)**

(1) The contract-holder under an occupation 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 the contract from the day on which he or she becomes a joint contract-holder.

51. Joint contract-holder ceasing to be a party to a contract – survivorship (F)

(1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the 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 the contract, and
- (b) liable to perform fully every obligation owed to the landlord under the 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 subparagraphs (1) or (2) 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 the contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

52. Joint and several liability (A)

(1) Where the contract-holder consists of more than one person you will all have joint and several liability under this contract (this means that you will each be liable for all sums due under the contract, not just liable for a proportionate part).

Termination of contract – general

53. Permissible termination etc. (F)

(1) An occupation contract may be ended only in accordance with-

- (a) the fundamental terms of the contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in the contract in accordance with Part 9 of the Act, or
- (b) an enactment.

(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.

54. Termination by agreement (F+)

(1) If the landlord and the contract-holder under an occupation contract agree to end the contract, the contract ends-

- (a) when the contract-holder gives up possession of the dwelling in accordance with the agreement, or
- (b) if he or she does 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 occupation contract if-

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

55. Repudiatory breach by landlord (F+)

(1) If the landlord under an occupation contract commits a repudiatory breach of contract and the contract-holder gives up possession of the dwelling because of that breach, the contract ends when the contract-holder gives up possession of the dwelling.

56. **Death of a sole contract-holder (F)**

(1) If the sole contract-holder under an occupation contract dies, the contract ends-

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

(2) The authorised persons are-

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

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

(4) The contract does not end if, at the contract-holder's death, a family property order has effect which requires the contract-holder to transfer the contract to another person.

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

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

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

(1) When the contract-holder vacates the dwelling at the end of the occupation contract, the contract-holder must-

- (a) remove from the dwelling all property belonging-
 - (i) to the contract-holder, or
 - (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
- (b) return any property belonging to the landlord to the position that property was in on the occupation date, and
- (c) return to the landlord all keys AND SECURITY DEVICES which enable access to the dwelling which were held during the term of the contract by the contract-holder or any permitted occupier who is not entitled to remain in occupation of the dwelling.

58. **Cleanliness at the end of the contract (A)**

(1) When the contract has ended and before possession is returned to the landlord, the contract-holder must-

- (a) wash and clean all fixtures, furniture, appliances, and other items that may have become soiled during the contract,
- (b) leave the dwelling (including all fixtures and furnishings) in the same condition and state of cleanliness as it was at the start of the contract (except for fair wear and tear),
- (c) ensure any appliances are left in the same condition and state of cleanliness as they were at the start of the contract (except for fair wear and tear),
- (d) remove all rubbish/waste from the dwelling, except one regular refuse sacks worth which may be left in the appropriate place for collection.

(2) Subject to subparagraph (3), the contract-holder is responsible for meeting all reasonable removal and storage charges when items (including rubbish) are left at the dwelling. The landlord may remove any items. Where you have provided a post-contract address, the landlord will give you notice at that address that those items are to be collected. If you fail to collect the items within 14 days after that, the items will be disposed of, and you will be liable for all reasonable disposal costs. Where you have not provided a post-contract address, items will be disposed of within seven days of the end of the contract, and you will be liable for all reasonable costs of disposal. In either

case, the costs may be deducted from any sale proceeds and deposit, and if any charges are remaining, they will remain your liability.

(3) Subparagraph (2) of this term does not apply if the contract ends under section 220 of the Act (abandonment).

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

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

Termination by contract-holder

60. **Early termination by contract-holder (F+)**

(1) The contract-holder may end the occupation contract at any time before the earlier of-

- (a) the landlord giving the contract-holder a written statement of the contract under section 31(1) of the Act, or
- (b) the occupation date.

(2) To end the contract under subparagraph (1), the contract-holder must give a notice to the landlord stating that he or she is ending the contract.

(3) On giving the notice to the landlord, the contract-holder-

- (a) ceases to have any liability under the contract, and
- (b) becomes entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with the contract.

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

(1) If there are joint contract-holders under an occupation contract, the 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

62. **Possession claims (F)**

(1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the dwelling from the contract-holder ("a possession claim") only in the circumstances set out in Chapters 3 to 5 and 7 of the Act.

63. **Possession notices (F+)**

(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 sections of the Act before making a possession claim-

- (a) section 159 (in relation to a breach of contract by a contract-holder);
- (b) section 161 (in relation to estate management grounds);
- (c) ...
- (d) section 188 (in relation to serious rent arrears under a standard contract).

(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, 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

64. **Breach of contract (F+)**

(1) If the contract-holder under an occupation contract breaches the 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 of the Act).

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

(1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement—
(a) the contract-holder is to be treated as being in breach of the occupation contract, and
(b) the landlord may accordingly make a possession claim on the ground in section 157 of the Act (breach of contract).

(2) A false statement is relevant if it is made knowingly or recklessly by—
(a) the contract-holder, or
(b) another person acting at the contract-holder's instigation.

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

(1) Before making a possession claim on the ground in section 157 of the Act, the landlord must give the contract-holder a possession notice specifying that ground.

(2) The landlord may make a possession claim in reliance on a breach of section 55 of the Act (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives the contract-holder a possession notice specifying a breach of that section.

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

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

67. **Estate management grounds (F+)**

(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 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) 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).

68. **Restrictions on making a possession claim under estate management grounds (F+)**

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

69. **Serious rent arrears (F+)**

- (1) If the contract-holder under a fixed term standard contract is seriously in arrears with his or her rent, the landlord may on that ground make a possession claim.
- (2) The contract-holder is seriously in arrears with his or her 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 the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder-
- (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and
 - (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.

70. **Restrictions on making a possession claim on serious rent arrears ground (F+)**

- (1) Before making a possession claim on the ground in section 187 of the Act (serious rent arrears), the landlord must give the contract-holder 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 the contract-holder the possession notice, or
 - (b) after the end of the period of six months starting with that day.

Court's Order for possession

71. **Effect of order for possession (F+)**

- (1) If the court makes an order requiring the contract-holder under an occupation contract to give up possession of the dwelling on a date specified in the order, the contract ends-

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

(2) subparagraph (3) applies if-

- (a) it is a condition of the order that the landlord must offer a new occupation 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) continue to occupy the dwelling on and after the occupation date of the new contract.

(3) The occupation contract in relation to which the order for possession was made ends immediately before the occupation date of the new contract.

Variation

72. Variation (F – except (1)(a) which is F+)

(1) A fixed term standard contract may not be varied except -

- (a) by agreement between the landlord and the contract-holder, or
- (b) by or as a result of an enactment.

(2) A variation of a fixed term standard contract (other than by or as a result of an enactment) must be in accordance with section 135 of the Act.

73. Limitation on variation (F)

(1) A fundamental term of a fixed term standard contract which incorporates any of the fundamental provisions to which subparagraph (2) applies may not be varied (other than by or as a result of an enactment).

(2) This subparagraph applies to the following fundamental provisions of the Act-

- (a) section 134(1)(b) and (2) and section 135,
- (b) section 45 (requirement to use deposit scheme),
- (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
- (d) section 55 (anti-social behaviour and other prohibited conduct),
- (e) section 148 (permissible termination),
- (f) section 149 (possession claims),
- (g) section 155 (death of sole contract-holder),
- (h) section 158 (securing contract by use of false statement),
- (i)
- (j) ...and
- (k) Part 1 of Schedule 9A (restrictions on giving notice under section 186 and under a landlord's break clause: breach of statutory obligations).

(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect-

- (a) unless as a result of the variation—
 - (i) the fundamental provision which the term incorporates would be incorporated without modification, or
 - (ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but the effect of this would be that the position of the contract-holder is improved;
- (b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subparagraph (2) applies.

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

(5) Subparagraph (4) does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information

74. Written statements (F+)

(1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of 14 days starting with the occupation date.

(2) If there is a change in the identity of the contract-holder under an occupation contract, the landlord must give the new contract-holder a written statement of the 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 subparagraph (1) or (2).

(4) The contract-holder may request a further written statement of the contract at any time.

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

(6) The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with-

- (a) the day of the request, or
- (b) if the landlord charges a fee, the day on which the contract-holder pays the fee.

75. Written statement of variation (F+)

(1) If a fixed term standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder-

- (a) a written statement of the term or terms varied, or
- (b) a written statement of the contract as varied.

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

(3) The landlord may not charge a fee for providing a written statement under subparagraph (1).

76. Provision of information by landlord about the landlord (F+)

(1) The landlord under an occupation contract must, before the end of the period of 14 days starting with the occupation date of the contract, give the contract-holder notice of an address to which the contract-holder 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 the contract-holder notice of the change in identity and of an address to which the contract-holder may send documents that are intended for the new landlord.

(3) If the address to which the contract-holder may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the contract-holder notice of the new address.

77. Compensation for breach of provision of information by landlord about the landlord (F+)

- (1) If the landlord fails to comply with an obligation under section 39 of the Act (provision of information by landlord about the landlord), the landlord is liable to pay the contract-holder 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 the contract-holder the notice on or before the day referred to in subparagraph (2)(b).
- (4) The interest starts to run on the day referred to in subparagraph (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) 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.

78. **Inventory (S)**

- (1) The landlord ~~must~~ MAY provide the contract-holder with an inventory in relation to the dwelling no later than the date by which the landlord must provide the contract-holder with the written statement of the occupation contract in accordance with section 31 (written statement) of the Act.
- (2) The inventory ~~must~~ MAY set out the dwelling's contents, including ~~all~~ fixtures and fittings, and ~~must~~ describe their condition as at the occupation date.
- (3) If the contract-holder disagrees with the information within the inventory (IF ONE), the contract-holder may provide comments to the landlord.
- (4) Where no comments are received by the landlord within 14 days, the inventory is deemed to be 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 the contract-holder, or
 - (b) inform the contract- holder that the comments are not agreed, and re-send the original inventory to the contract-holder, with the comments attached, or
 - (c) amend the inventory in accordance with some of those comments and send the amended inventory to the contract-holder, together with a record of the comments which have not been agreed.

Utilities, services, and taxes

79. **Council Tax (A)**

- (1) The contract-holder is to pay any Council Tax or any tax replacing it, payable in respect of the dwelling, which you are obliged to pay under any enactment to the billing authority and to repay the landlord in respect of any Council Tax, which (during the contract) the landlord becomes obliged to pay because you cease to live at the dwelling or, cease to be a student.

80. **Gas or oil (A)**

- (1) The contract-holder is to pay for all gas relating to the dwelling that applies during the contract.

81. **Electricity (A)**

- (1) The contract-holder is to pay for all electricity relating to the dwelling that applies during this contract.

82.	Water (A)
	(1) The contract-holder is to pay for all water relating to the dwelling that applies during the contract.
83.	Television licence (A)
	(1) The contract-holder is to pay for a Television Licence to the relevant authority relating to the dwelling that applies during this contract.
84.	Telephone, internet, and broadband (A)
	(1) The contract-holder is to pay for all telephone and internet access relating to the dwelling that applies during this contract.
85.	Other outgoings (A)
	(1) The contract-holder is to pay for all other outgoings relating to the dwelling that applies during this contract.
86.	Changes to the provision of utilities to the dwelling (S)
	(1) SUBJECT TO SUBPARAGRAPH (5), the contract-holder may change any of the suppliers to the dwelling of- <ul style="list-style-type: none"> (a) electricity, gas or other fuel, or water (including sewerage) services; (b) telephone, internet, cable television or satellite television services.
	(2) The contract-holder must inform the landlord as soon as reasonably practicable of any changes made pursuant to subparagraph (1).
	(3) Unless the landlord consents, the contract-holder must not- <ul style="list-style-type: none"> (a) leave the dwelling, at the end of the occupation 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.
	(4) For the purposes of subparagraph (3)(b), "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.
	(5) SUBPARAGRAPH (1) DOES NOT APPLY TO ANY SUPPLIER YOU ARE NOT LIABLE TO PAY DIRECTLY UNDER THE TERMS OF THIS CONTRACT.
87.	Pre-payment meters (A)
	(1) If a utility meter changes to a pre-payment meter during the contract, the contract-holder shall arrange for a non-pre-payment meter to be returned to the dwelling at the end of the contract and pay for all charges unless the landlord requested the meter change.
88.	Other utility charges during contract (A)
	(1) If a charge becomes payable by the landlord during the contract due to some default of you (for example, but not limited to, a failure by you to pay a utility bill), you will reimburse the landlord for any reasonable payment made.
	Costs for breaches or failure to comply with contract-holder's obligations under this contract
89.	Unpaid rent (A)

(1) If the rent has not been paid in full within seven days from when it was due, the contract-holder is to pay a daily aggregate interest rate of 3% above the Bank of England base rate from after the end of the period of seven days from due and whilst any rent remains unpaid.

90. **Breach or failure to comply with a term (A)**

(1) The contract-holder is responsible for any reasonable costs or losses (which may include potential future rent or the landlord's or agent's time) reasonably incurred required to compensate the landlord for any breach or failure to comply with any obligation on your part of this contract.

(2) The contract-holder must pay the total costs of any action taken for breach of contract or possession of the dwelling, including court fees and all other associated costs, limited to only those costs the court awards.

(3) If a bond scheme (for example, operated by a local authority or charity) has been arranged in connection with the contract, any costs or losses may be claimed from the bond scheme.

(4) The contract-holder shall protect the landlord from loss arising from any claim because of any breach by you of any term in this contract.

Other matters

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

(1) Any notice, statement or other document required or authorised to be given or made by an 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 the Act.

92. **Electronic service of notices or other documents (A)**

(1) The contract-holder is willing to receive notices or other documents given under or in connection with the contract electronically, including by email at the email address:

(2) The landlord is willing to receive notices or other documents given under or in connection with the contract electronically, including by email at the email address:

leeanne@imperialservices.co.uk

(3) A notification sent electronically may contain a link that, when clicked, links to or downloads a notice or other document.

(4) Where there is more than one contract-holder or landlord, a notice or other document is sufficiently served on all of them when sent to one of them.

(5) Any notice or other document that includes a typed signature or an image of the signature will be considered certified by the signatory as a valid means of signing.

(6) If a party's email address changes, that party will notify the other party promptly of the change.

(7) The parties are recommended to regularly check their spam/junk folders in their email client.

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

(1) The contract-holder must-

(a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and

(b) as soon as reasonably practicable, give the original copies of any such notices, orders or other documents to the landlord.

94. **Certificates or reports for the dwelling (A)**

(1) The contract-holder must not request, obtain, order or authorise an energy performance certificate, electrical inspection/test or gas safety record without the landlord's consent unless you are legally required to get one.

EXAMPLE

TERMS OF POTENTIAL PERIODIC CONTRACT

Sections 184 and 185(1)(b) of the Act

Occupation Date

1. Occupation date and periods of potential contract (A)

(1) The occupation date of the potential periodic contract is the date immediately after the end of the fixed term, as shown in the names of parties & key matters earlier.

(2) The rent and rental periods are as shown in the names of parties & key matters earlier.

Initial Requirements

2. Occupation contract (A)

(1) The landlord lets, and the contract-holder takes the dwelling on the terms of this occupation contract.

Rent and other charges

3. Payment of rent (A)

(1) The contract-holder must pay the rent in advance, whether formally demanded or not, on time, at times and in the manner set out in this contract, and you shall not make any unlawful deduction from the rent.

(2) Any person paying the rent or any part of it shall be deemed to have paid it as an agent, for and on behalf of the contract-holder, which the landlord shall be entitled to assume without enquiry.

4. Receipt of rent or other consideration (S)

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

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

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

6. Right of set off (F+)

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

Deposit

7. Form of security (F+)

(1) The landlord under an occupation contract may not require security to be given in any form other than-

- (a) money, or
- (b) a guarantee.

8. **Requirement to use a deposit scheme (F)**

(1) If the contract-holder under an occupation contract pays a deposit (or another person pays a deposit on his or her 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 an authorised deposit scheme, and
- (b) give the contract-holder (and any person who has paid the deposit on his or her behalf) the required information.

(3) The required information is such information as may be prescribed 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 this Chapter, including the contract-holder's rights (and the rights of any person who has paid the deposit on his or her behalf) in relation to the deposit.

9. **Payment, purpose, and use of deposit (A)**

(1) If a deposit is payable, this term does not agree that all or part of the deposit has been paid or constitutes a receipt for any payment.

(2) If a deposit has been paid, it is paid as security for the performance of the contract-holder's obligations. It may be used to compensate the landlord for any reasonable costs or losses as outlined in this contract or otherwise owed to the landlord. Also, the deposit may be used (but not limited to) for any breach or failure to comply with any obligations, damage done during the contract, cleaning, outstanding rent, removal and storage of items, costs or losses in relation to serving notices and possession proceedings through the court (whether or not due to the contract-holder's fault) or any costs or losses associated with recovering the deposit from the authorised deposit scheme. To avoid doubt, costs or losses include the landlord's or agents' time and may consist of potential or future rent.

(3) Before any deposit is repaid, the contract-holder must be able to demonstrate that bills for charges for water, gas, Council Tax, electricity, TV licence, telephone, and internet services, for which you are liable the duration of the contract, have been paid.

(4) The contract-holder cannot use any deposit to pay the rent during the contract without the landlord's consent.

(5) At the end of the contract, the landlord may use any deposit to pay unpaid accounts or charges for TV licence, telephone, internet, Council Tax, water, electricity or gas or other fuels used by the contract-holder in the dwelling, unless lawfully withheld by you.

(6) Otherwise, at the end of the contract and after the return of all keys and security devices, the landlord shall repay any deposit (without interest and subject to any reasonable deductions made under this contract) within ten days starting from when the amounts of all deductions (if any) are known to the landlord.

Prohibited conduct

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

(1) The contract-holder under an occupation contract 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 the occupation contract, or

(b) to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract.

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

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

(3) The contract-holder must not engage or threaten to engage in conduct-

- (a) capable of causing nuisance or annoyance to-
 - (i) the landlord under the occupation contract, 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) The contract-holder may not use or threaten to use the dwelling subject to the occupation contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.

(5) The contract-holder must not, by any act or omission-

- (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in subparagraphs (1) to (3), or
- (b) allow, incite or encourage any person to act as mentioned in subparagraph (4).

Control of the dwelling

11. Use of the dwelling by the contract-holder (S)

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

12. Use the dwelling as only or principal home (A)

(1) The contract-holder must only use the dwelling as a private dwelling.

(2) The contract-holder must occupy the dwelling as your only or principal home

13. Sharing dwelling with other occupiers (A)

(1) The contract-holder has the right to use, in common with others, any shared rights of access, stairways and communal parts.

14. Parking (A)

(1) The contract-holder must not park any vehicle or other thing on any forecourt, parking space or similar area (if any) nor allow anyone else to do so unless the landlord consents.

(2) If consent under subparagraph (1) is given, the consent may be subject to additional periodic payments and such terms and conditions as the landlord may require from time to time (for example, that any parked vehicle be taxed and have an MOT).

15. Use of landlord's furniture and furnishings (if any) (A)

(1) This contract includes the use of the landlord's furniture and furnishings as set out in any inventory (if one).

16. Use of appliances (if any) (A)

(1) The contract-holder has the use of all appliances provided in the dwelling, as listed in the inventory (if one), save those which are noted as not working. However, should any items require repair or are beyond repair, the landlord does not undertake to arrange a repair, pay for any costs of repair or to replace the appliance, except those which the landlord is required by law to maintain.

17. **Permitted occupiers (S)**

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

18. **Pets (A)**

(1) The contract-holder must not keep any pets or other animals in the dwelling without the landlord's consent.

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

(1) The landlord under an occupation contract may not, by any act or omission, interfere with the contract-holder's right to occupy the dwelling.

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

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

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

- (a) acts on behalf of the landlord, or
- (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,

interferes with the contract-holder's right by any lawful act or omission.

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

(1) The landlord may enter the dwelling at any reasonable time for the purpose of-

- (a) inspecting its condition and state of repair, or
- (b) carrying out works or repairs needed in order to comply with section 91 or 92 of the Act.

(2) The landlord must give at least 24 hours' notice to the contract-holder before exercising that right.

(3) Subparagraph (4) applies where-

- (a) the dwelling forms part only of a building, and
- (b) in order to comply with section 91 or 92 of the Act, 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 section 91 or 92 of the Act 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.

21. **Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)**

(1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with regulation 14(2) and (3) The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in any inventory or replacing them.

(2) But the landlord must give the contract-holder at least 24 hours' notice before entering the dwelling.

22.	<p>Landlord's right to enter the dwelling – Emergencies (S)</p>
	<p>(1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, the contract-holder must give the landlord immediate access to the dwelling.</p> <p>(2) If the contract-holder does not provide access immediately, the landlord may enter the dwelling without the permission of the contract-holder.</p> <p>(3) If the landlord enters the dwelling in accordance with subparagraph (2), the landlord must use all reasonable endeavours to notify the contract-holder that they have entered the dwelling, as soon as reasonably practicable after entry.</p> <p>(4) For the purpose of subparagraph (1), an emergency includes-</p> <ul style="list-style-type: none"> (a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and (b) something which, if not dealt with by the landlord immediately, would put at imminent risk the health and safety of the contract-holder, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.
23.	<p>Landlord's right to enter the dwelling – other purposes (A)</p>
	<p>(1) On the landlord giving the contract-holder at least 24 hours' notice, you must allow the landlord or any person acting on behalf of the landlord to view the property at reasonable times, accompanying a prospective tenant, contract-holder or purchaser of the property. You will ensure that the electricity and gas are kept on, the property is kept in a tidy and presentable condition, and the property is kept warm during viewing periods.</p> <p>(2) On the landlord giving the contract-holder at least 24 hours' notice, you must allow the landlord, or any person acting on behalf of the landlord, access for any other reasonable purpose for the general management of the building or dwelling, including (but not limited to): surveyors, energy assessors and contractors.</p> <p>(3) Any breach of any part of subparagraph (1) or (2) may result in you being liable to the landlord or agent for any costs or losses (including potential costs or losses) as a result of the breach. Those costs or losses include (but are not limited to) potential rent loss, contractor call out fees, and Council Tax (or any replacement), which the landlord may not otherwise have been liable for (for example, during a vacant period which may have been avoidable).</p>
	<p>Care of the dwelling – contract-holder's responsibilities</p>
24.	<p>Duty to take care of the dwelling (S)</p>
	<p>(1) The contract-holder is not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must-</p> <ul style="list-style-type: none"> (a) take proper care of the dwelling, fixtures and fittings within the dwelling or to any items listed in any inventory, (b) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the consent of the landlord, (c) keep the dwelling in a state of reasonable decorative order, and (d) not keep anything in the dwelling that would be a health and safety risk to the contract-holder, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.
25.	<p>Safety and dangerous or flammable goods (A)</p>

- (1) The contract-holder or any other person must not-
 - (a) use any paraffin or gas cylinder/bottle heaters inside the dwelling,
 - (b) use any open chip pans or other potentially dangerous household items,
 - (c) burn any solid fuel at the dwelling (e.g., logs or coal) (except for everyday barbecue use outside) without the landlord's consent,
 - (d) remove or damage any fire facilities, equipment, or devices,
 - (e) alter the operation of, or disable, the smoke or carbon monoxide alarms,
 - (f) use candles except in cases of an emergency (for example, power cut at night),
 - (g) smoke nor vape in the building.
- (2) If there are any fire doors-
 - (a) the contract-holder and guests must keep fire doors closed when not in use,
 - (b) the contract-holder or guests must not disable, interfere, or tamper with any fire door self-closing devices,
 - (c) the contract-holder should report any fault or damages to the fire doors immediately to the landlord.
- (3) The contract-holder must test all smoke and carbon monoxide alarms monthly and clean the alarms on a three-monthly basis, using the soft brush of a vacuum cleaner.
- (4) The contract-holder must ensure that all common areas (if any) are kept clean and free from obstruction. If you cause or allow any obstruction to the common areas of the building, then the landlord, acting reasonably, may remove an obstruction and charge you the costs of removing the obstruction.
- (5) The contract-holder agrees to notify the landlord as soon as reasonably practical of any issues.

26. **Garden and grounds (if any) (A)**

(1) The contract-holder must keep the garden and grounds (if any) adequately cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs, hedges and trees pruned but not alter the character or layout of the garden or grounds.

27. **Broken glass (A)**

(1) The contract-holder must replace all broken glass promptly with the same quality glass, subject to any statutory minimum, where you, any permitted occupier or any person visiting the dwelling cause the breakage.

28. **Rubbish, waste and vermin (A)**

(1) The contract-holder must dispose of all rubbish and waste correctly and according to local authority requirements. This includes (but is not limited to) ensuring all rubbish is placed correctly in bin bags approved by the local authority and left neat and tidy whilst awaiting collection or placed in appropriate wheelie bins as approved by the local authority.

(2) The contract-holder must not put rubbish anywhere other than in the areas provided.

(3) If you produce more rubbish than what the local authority will collect or rubbish/waste is too large for collection, you must promptly make appropriate arrangements for the lawful removal and disposal of all waste or rubbish.

(4) The contract-holder must take all reasonable and practical steps to keep the dwelling free from infestation by vermin. Should an infestation occur during this contract, the contract-holder will arrange and pay for pest control unless such infestation occurs as a failure of the landlord to comply with the repairing obligations.

29.	External appearance (A)
	<p>(1) The contract-holder must not place or exhibit any notice board or notice visible from the outside of the dwelling advertising any profession, trade or business, any goods or services or anything which may be offensive.</p> <p>(2) The contract-holder must keep the general external appearance looking clean, tidy and respectable, including keeping curtains or blinds clean and properly hung or fitted.</p> <p>(3) The contract-holder must keep the windows of the dwelling clean.</p>
30.	Pipes and drains (A)
	<p>(1) The contract-holder must not cause blockage to the drains and pipes, gutters and channels in or about the building.</p> <p>(2) The contract-holder must take all reasonable precautions to prevent damage occurring to any pipes or other installations to the dwelling that may be caused by frost, provided the pipes, and other installations are kept adequately insulated by the landlord.</p>
31.	Small reasonable jobs (A)
	<p>(1) The contract-holder must carry out the small jobs about the dwelling which a reasonable contract-holder would do (and which are not the landlord's obligation to repair) including (but not limited to)-</p> <ul style="list-style-type: none"> (a) replacing lightbulbs (b) resetting a tripped breaker (c) replacing batteries in any items (d) unstopping a sink or toilet when it is blocked by your waste
32.	Ventilation (A)
	<p>(1) The contract-holder must-</p> <ul style="list-style-type: none"> (a) ensure that all rooms are adequately ventilated and heated, (b) ensure any extractor fans (or similar) are correctly used during use of the relevant room and not turned off or blocked, and (c) keep any extractor fans (or similar) clean.
33.	Cleanliness during contract (A)
	<p>(1) The contract-holder must keep the dwelling reasonably clean for the duration of this contract.</p> <p>(2) The contract-holder must keep any appliances reasonably clean for the duration of this contract.</p>
34.	Insurance (A)
	<p>(1) If the landlord insures the dwelling and the insurance considers the dwelling uninhabitable, the insurance (if any) may contribute towards alternative accommodation or the rent payable (if covered by the policy). The landlord agrees to notify the insurance of a potential claim within a reasonable period.</p> <p>(2) The contract-holder must not do or permit to be done in or about the dwelling any act or thing which may render void or invalidate the insurance of the dwelling or the building against any insured risk or otherwise increase the ordinary premium for the insurance. Details of the landlord's insurance will be provided on written request.</p> <p>(3) The contract-holder will pay any excess on the landlord's insurance if the claim results from the negligence, misuse or failure to act reasonably by you or any of your visitors or persons known to you.</p>

(4) The landlord's insurance does not cover your possessions. You are strongly advised to insure your possessions with a reputable insurer.

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

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

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

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

Care of the dwelling – landlord's obligations

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

(1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must ensure that the dwelling is fit for human habitation-

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

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

37. **Landlord's obligation to keep a dwelling in repair (F+)**

(1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years 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 subparagraphs (1) and (2) 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 term, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

38. **Further landlord obligations under the fitness obligations and the repairing obligations: supplementary (F+)**

(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 section 91 or 92 of the Act.

(2) The landlord may not impose any obligation on the contract-holder in the event of the contract-holder's enforcing or relying on the landlord's obligations under section 91 or 92 of the Act.

39. **Limits on the fitness obligations and the repairing obligations: general (F+)**

(1) Section 91(1) of the Act does not impose any liability on a landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.

(2) Sections 91(1) and 92(1) of the Act do not require the landlord-

(a) to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or

(b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, sections 91(1) and 92(2) of the Act 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 are fire, storm, flood or other inevitable accident.

(5) Section 92(2) of the Act does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the contract-holder's enjoyment of-

(a) the dwelling, or

(b) the common parts that the contract-holder is entitled to use under the occupation contract.

40. **Limits on the fitness obligations and the repairing obligations: contract-holder's fault (F+)**

(1) Section 91(1) of the Act 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) of the contract-holder or a permitted occupier of the dwelling.

(2) The landlord is not obliged by section 92(1) or (2) of the Act to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care-

(a) of the dwelling, or

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

41. **Limits on the fitness obligations and the repairing obligations: notice (F+)**

(1) The landlord's obligations under sections 91(1)(b) and 92(1) and (2) of the Act 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 those provisions 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) Subparagraph (4) applies 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 section 91(1) or 92(1) or (2) of the Act.

(4) 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.

42. **Contractor charges where repair not landlord's fault (A)**

(1) Where the contract-holder or other person on your behalf requests a repair or visit, and on inspection, the problem has been caused by a failure on your part (for example, drains blocked by your waste or boiler issues caused by not having any credit on a utility meter), or, you fail to allow entry to a contractor during some notified period, you shall be responsible for the reasonable costs of the contractor's visit.

43. **Reasonable facilities to be provided when carrying out works or repairs (A)**

(1) The contract-holder must afford the landlord and contractors' all reasonable facilities for executing any works or repairs that the landlord is entitled to execute.

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

(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 section 91 or 92 of the Act may enforce the section 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 the occupation contract.

Making changes to the dwelling

45. **Changes to the dwelling (S)**

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

(2) For the purposes of subparagraph (1), "alteration" includes-

- (a) any addition to or alteration of the fixtures and fittings in the dwelling,
- (b) the erection of an aerial or satellite dish,
- (c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
- (d) the carrying out of external decoration to the dwelling.

Security of the dwelling: contract-holder's responsibilities

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

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

47. **Security of the dwelling – locks (S)**

(1) The contract-holder must take reasonable steps to ensure the dwelling is secure.

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

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

48.	<p>Security of the dwelling – general (A)</p>
	<p>(1) Where a key or other security device is lost, the contract-holder is to pay the reasonable costs incurred by the landlord or agent (including the cost of a contractor) for providing replacement locks, keys or security devices.</p> <p>(2) The contract-holder or other permitted occupiers must not exit the dwelling without a set of keys (or other security devices) except in an emergency. Where the landlord or agent attends the dwelling to gain entry after a request by you or someone acting on your behalf, you are to pay reasonable compensation to the landlord or agent for attending or the costs of a contractor attending.</p> <p>(3) The landlord is entitled to retain a key or security device for the dwelling.</p> <p>(4) If the dwelling contains a burglar alarm, the contract-holder-</p> <ul style="list-style-type: none"> (a) must not change the burglar alarm codes without consent; (b) must activate the alarm when the dwelling is not occupied, and (c) must regularly check that the burglar alarm is working. <p>(4) The landlord is not required to provide a regular maintenance contract or repair any burglar alarm (if one).</p>
	<p>Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage</p>
49.	<p>Permissible forms of dealing (F+)</p> <p>(1) The contract-holder under an occupation contract may not deal with the occupation contract, the dwelling or any part of the dwelling except-</p> <ul style="list-style-type: none"> (a) in a way permitted by the contract, or (b) in accordance with a family property order (see section 251 of the Act). <p>(2) A joint contract-holder may not deal with his or her rights and obligations under the occupation contract (or with the occupation contract, the dwelling or any part of the dwelling), except-</p> <ul style="list-style-type: none"> (a) in a way permitted by the contract, or (b) in accordance with a family property order. <p>(3) If the contract-holder does anything in breach of subparagraph (1), or a joint contract-holder does anything in breach of subparagraph (2)-</p> <ul style="list-style-type: none"> (a) the transaction is not binding on the landlord, and (b) the contract-holder or joint contract-holder is in breach of the contract (despite the transaction not being binding on the landlord). <p>(4) “Dealing” includes—</p> <ul style="list-style-type: none"> (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling; (b) transferring; (c) mortgaging or otherwise charging.
50.	<p>Permitting lodgers (S)</p> <p>(1) The contract-holder must not allow persons to live in the dwelling as lodgers without the landlord’s consent.</p>
	<p>Provisions about joint contract-holders</p>
51.	<p>Adding a joint contract-holder (F+)</p> <p>(1) The contract-holder under an occupation contract and another person may, with the consent of the landlord, make that person a joint contract-holder under the contract.</p>

(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 the contract from the day on which he or she becomes a joint contract-holder.

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

(1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the 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 the contract, and
- (b) liable to perform fully every obligation owed to the landlord under the 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 subparagraphs (1) or (2) 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 the contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

53. **Joint and several liability (A)**

(1) Where the contract-holder consists of more than one person you will all have joint and several liability under this contract (this means that you will each be liable for all sums due under the contract, not just liable for a proportionate part).

Termination of contract – general

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

(1) An occupation contract may be ended only in accordance with-

- (a) the fundamental terms of the contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in the contract in accordance with Part 9 of the Act, or
- (b) an enactment.

(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.

55. **Termination by agreement (F+)**

(1) If the landlord and the contract-holder under an occupation contract agree to end the contract, the contract ends-

- (a) when the contract-holder gives up possession of the dwelling in accordance with the agreement, or
- (b) if he or she does 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 occupation contract if-

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

56. **Repudiatory breach by landlord (F+)**

(1) If the landlord under an occupation contract commits a repudiatory breach of contract and the contract-holder gives up possession of the dwelling because of that breach, the contract ends when the contract-holder gives up possession of the dwelling.

57. **Death of a sole contract-holder (F)**

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

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

- (1) When the contract-holder vacates the dwelling at the end of the occupation contract, the contract-holder must-
- (a) remove from the dwelling all property belonging-
 - (i) to the contract-holder, or
 - (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
 - (b) return any property belonging to the landlord to the position that property was in on the occupation date, and
 - (c) return to the landlord all keys which enable access to the dwelling which were held during the term of the contract by the contract-holder or any permitted occupier who is not entitled to remain in occupation of the dwelling.

59. **Cleanliness at the end of the contract (A)**

- (1) When the contract has ended and before possession is returned to the landlord, the contract-holder must-
- (a) wash and clean all fixtures, furniture, appliances, and other items that may have become soiled during the contract,
 - (b) leave the dwelling (including all fixtures and furnishings) in the same condition and state of cleanliness as it was at the start of the contract (except for fair wear and tear),
 - (c) ensure any appliances are left in the same condition and state of cleanliness as they were at the start of the contract (except for fair wear and tear),
 - (d) remove all rubbish/waste from the dwelling, except one regular refuse sacks worth which may be left in the appropriate place for collection.
- (2) Subject to subparagraph (3), the contract-holder is responsible for meeting all reasonable removal and storage charges when items (including rubbish) are left at the dwelling. The landlord may remove any items. Where you have provided a post-contract address, the landlord will give you notice at that address that those items are to be collected. If you fail to collect the items within 14 days after that, the items will be disposed of, and you will be liable for all reasonable disposal costs. Where you have not provided a post-contract address, items will be disposed of within seven days of the end of the contract, and you will be liable for all reasonable costs of disposal. In either case, the costs may be deducted from any sale proceeds and deposit, and if any charges are remaining, they will remain your liability.

(3) Subparagraph (2) of this term does not apply if the contract ends under section 220 of the Act (abandonment).

60. Repayment of rent or other consideration (S)

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

Termination by contract-holder

61. Early termination by contract-holder (F+)

(1) The contract-holder may end the occupation contract at any time before the earlier of-

- (a) the landlord giving the contract-holder a written statement of the contract under section 31(1) of the Act, or
- (b) the occupation date.

(2) To end the contract under subparagraph (1), the contract-holder must give a notice to the landlord stating that he or she is ending the contract.

(3) On giving the notice to the landlord, the contract-holder-

- (a) ceases to have any liability under the contract, and
- (b) becomes entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with the contract.

62. Termination of the contract with joint contract-holders (F+)

(1) If there are joint contract-holders under an occupation contract, the 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.

63. Contract-holder's notice (F+)

(1) The contract-holder under a periodic standard contract may end the contract by giving the landlord notice that he or she will give up possession of the dwelling on a date specified in the notice.

64. Contract-holder's notice: minimum notice period (F+)

(1) The date specified in a notice under section 168 of the Act (contract-holder's notice) may not be less than four weeks after the day on which the notice is given to the landlord.

65. Termination of contract on contract-holder's notice (F+)

(1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 168 of the Act (contract-holder's notice) the contract ends on the date specified in the notice.

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

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

(3) The notice ceases to have effect if, before the contract ends-

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

66. Recovery of possession on the ground of a notice given under the contract-holder's notice (F+)

(1) If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under section 168 of the Act (contract-holder's notice), 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 the contract-holder's Convention rights).

67. **Restrictions on making a possession claim on the ground of a notice given under the contract-holder's notice (F+)**

(1) Before making a possession claim on the ground in section 170 of the Act, the landlord must give the contract-holder a possession notice specifying that ground.

(2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder 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 the contract-holder a possession notice specifying the ground in section 170 of the Act after the end of the period of two months starting with the date specified in the notice under section 168 of the Act (contract-holder's notice) as the date on which the contract-holder would give up possession of the dwelling.

68. **Withdrawal of a joint contract-holder (F+)**

(1) A joint contract-holder under a periodic standard contract may withdraw from the contract by giving a notice (a "withdrawal notice") to the landlord.

(2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the "withdrawal date").

(3) The joint contract-holder must give a written warning to the other joint contract-holders when he or she gives 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) The joint contract-holder ceases to be a party to the 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 section 168 of the Act (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) Subparagraph (3) does not apply to a notice which is treated as a withdrawal notice because of subparagraph (6)

69. **Withdrawal of a joint contract-holder – notice required (S)**

(1) The minimum time period between the date on which a notice under section 130 of the Act (joint contract-holders: withdrawal) is given to the landlord, and the date specified in the notice, is one month.

Termination by the landlord: possession claims and possession notices

70. **Possession claims (F)**

(1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the dwelling from the contract-holder (“a possession claim”) only in the circumstances set out in Chapters 3 to 5 and 7 of the Act.

71. **Possession notices (F+)**

(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 sections of the Act before making a possession claim-

- (a) section 159 (in relation to a breach of contract by a contract-holder);
- (b) section 161 (in relation to estate management grounds);
- (c) section 171 (in relation to a contract-holder's notice);
- (d) section 182 (in relation to serious rent arrears under a standard contract).

(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, and
- (c) state the date after which the landlord is able to make a possession claim.

72. **Relevance of events under fixed term standard contract (F+)**

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

- (a) a possession notice,
- (b) a notice under section 186 of the Act (landlord's notice (fixed term)), or
- (c) a notice under a landlord's break clause,

which the landlord gave to the contract-holder before the end of the fixed term contract.

(2) Sections 179 and 180 of the Act-

- (a) apply to a notice under section 186(1) of the Act (landlord's notice (fixed term)) as they apply to a notice under section 173 of the Act (landlord's notice (periodic)), and
- (b) apply to a possession claim made on the ground in section 186(5) of the Act in reliance on such a notice as they apply to a possession claim made on the ground in section 178 of the Act in reliance on a notice under section 173 of the Act.

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

Termination by the landlord: grounds for making a possession claim

73. **Breach of contract (F+)**

(1) If the contract-holder under an occupation contract breaches the 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 of the Act).

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

(1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement-

- (a) the contract-holder is to be treated as being in breach of the occupation contract, and
- (b) the landlord may accordingly make a possession claim on the ground in section 157 of the Act (breach of contract).

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

- (a) the contract-holder, or

(b) another person acting at the contract-holder's instigation.

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

(1) Before making a possession claim on the ground in section 157 of the Act, the landlord must give the contract-holder a possession notice specifying that ground.

(2) The landlord may make a possession claim in reliance on a breach of section 55 of the Act (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives the contract-holder a possession notice specifying a breach of that section.

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

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

76. **Estate management grounds (F+)**

(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 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) 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).

77. **Restrictions on making a possession claim under estate management grounds (F+)**

(1) Before making a possession claim on an estate management ground, the landlord must give the contract-holder 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 the contract-holder 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 of the Act subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.

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

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

(b) after the end of the period of twelve months starting with that day.

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

78. Serious rent arrears (F+)

(1) If the contract-holder under a periodic standard contract is seriously in arrears with his or her rent, the landlord may on that ground make a possession claim.

(2) The contract-holder is seriously in arrears with his or her 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 the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder—

- (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and
- (b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.

79. Restrictions on making a possession claim on serious rent arrears ground (F+)

(1) Before making a possession claim on the ground in section 181 of the Act (serious rent arrears), the landlord must give the contract-holder a possession notice specifying that ground.

(2) The landlord under a periodic standard contract that is not an introductory standard contract or a prohibited conduct standard contract may not make the claim-

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

Termination by the landlord: landlord's notice (periodic)

80. Landlord's notice (periodic) (F+)

(1) The landlord under a periodic standard contract may end the contract by giving the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.

81. Minimum notice period (landlord's notice (periodic)) (F+)

(1) The date specified in a notice under section 173 of the Act (landlord's notice (periodic)) may not be less than six months after the day on which the notice is given to the contract-holder.

82. Restrictions on giving further notices under the landlord's notice (periodic) (F+)

(1) Subparagraphs (2) and (3) apply where-

- (a) a landlord has given a contract-holder a notice under section 173 of the Act (landlord's notice (periodic)) ("the first notice"), and
- (b) the landlord has subsequently withdrawn the notice (see section 180(3) of the Act).

(2) The landlord may not give another notice under section 173 of the Act to the contract-holder 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 subparagraph (3).

(3) The landlord may give one more notice under section 173 of the Act to the contract-holder during the period of 28 days starting with the day on which the first notice was given.

(4) Subparagraph (5) applies where-

(a) a landlord has given a contract-holder a notice under section 173 of the Act (landlord's notice (periodic)), and

(b) the period for making a possession claim on the ground in section 178 of the Act has ended without the landlord having made a claim.

(5) The landlord may not give another notice under section 173 of the Act to the contract-holder 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 section 179(1)(b) of the Act).

83. Recovery of possession following a landlord's notice (periodic) (F+)

(1) If the landlord gives the contract-holder a notice under section 173 of the Act (landlord's notice (periodic)), 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 evictions: standard contracts) applies (and subject to any available defence based on the contract-holder's Convention rights).

84. Restriction on making a possession claim under the landlord's notice (periodic) ground (F+)

(1) The landlord may not make a possession claim on the ground in section 178 of the Act-

(a) before the date specified in the notice given by the landlord to the contract-holder under section 173 of the Act (landlord's notice (periodic)), or

(b) after the end of the period of two months starting with that date.

85. Termination of contract following a notice given under the landlord's notice (periodic) (F+)

(1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 173 of the Act (landlord's notice (periodic)), the contract ends on the date specified in the notice.

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

(a) on the day on which the contract-holder gives up possession of the dwelling, or

(b) if an order for possession is made, on the date determined in accordance with section 206 of the Act.

(3) The notice ceases to have effect if-

(a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or

(b) before the contract ends, and after the end of the period of 28 days starting with day on which the notice was given-

(i) the landlord withdraws the notice by giving further notice to the contract-holder, and

(ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.

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

86.	<p>Restrictions on giving the landlord's notice (periodic): notice may not be given until after the first six months of occupation (F+)</p>
	<p>(1) The landlord may not give notice under section 173 of the Act (landlord's notice (periodic)) before the end of the period of six months starting with the occupation date of the contract.</p> <p>(2) If the contract is a substitute occupation contract, the landlord may not give notice under section 173 of the Act (landlord's notice (periodic)) before the end of the period of six months starting with the occupation date of the original contract.</p> <p>(3) For the purposes of subparagraph (2)-</p> <ul style="list-style-type: none"> (a) an occupation contract is a substitute occupation contract if- <ul style="list-style-type: none"> (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract, (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and (b) "original contract" means- <ul style="list-style-type: none"> (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.
87.	<p>Restriction on giving the landlord's notice (periodic) following retaliatory possession claim (F+)</p>
	<p>(1) Subparagraph (2) applies where-</p> <ul style="list-style-type: none"> (a) a landlord (having given a contract-holder a notice under section 173 of the Act (landlord's notice (periodic)) has made a possession claim on the ground in section 178 of the Act, 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). <p>(2) The landlord may not give another notice under section 173 of the Act to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.</p>
88.	<p>Further restrictions on giving the landlord's notice (periodic) - failure to provide written statement (F)</p>
	<p>(1) A landlord may not give a landlord's notice (periodic) (section 173 of the Act) at a time when-</p> <ul style="list-style-type: none"> (a) the contract-holder has not been given a written statement of the contract under section 31(1) of the Act (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 section 31(2) of the Act (requirement to give written statement to a new contract-holder).
89.	<p>Restriction on giving the landlord's notice (periodic) – late provision of written statement (F)</p>
	<p>(1) A landlord who has failed to comply with section 31(1) or (2) of the Act may not give landlord's notice (periodic) (section 173 of the Act) during the period of six months starting with the day on which the landlord gave a written statement of the contract to the contract-holder.</p>
90.	<p>Restriction on giving the landlord's notice (periodic) – failure to provide information about landlord (F)</p>
	<p>(1) A landlord may not give landlord' notice (periodic) (section 173 of the Act) at a time when the landlord has not provided a notice required under section 39 of the Act (duty to provide information)</p>

91.

Restriction on giving the landlord's notice (periodic) – failure to provide a valid energy performance certificate (F)

(1) A landlord may not give landlord's notice (periodic) (section 173 of the Act) 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 term requires that a new energy performance certificate be given to a contract-holder when a certificate given to that contract-holder in compliance with that regulation ceases to be valid under the EPB Regulations).

(3) In this term-

“the EPB Regulations” (“y Rheoliadau PYA”) means the Energy Performance of Buildings (England and Wales) Regulations 2012 (S.I. 2012/3118);

“valid energy performance certificate” (“tystysgrif perfformiad ynni ddilys”) is to be interpreted in accordance with the EPB Regulations.

92.

Restriction on giving the landlord's notice (periodic) – breach of security and deposit requirements (F)

(1) A landlord may not give landlord's notice (periodic) (section 173 of the Act) at a time when security required by the landlord in connection with the contract in a form not permitted by section 43 of the Act has not been returned to the person by whom it was given.

(2) A landlord may not give a landlord's notice (periodic) (section 173 of the Act) at a time when any of subparagraphs (3) to (5) apply unless-

(a) a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on the contract-holder's behalf) either in full or with such deduction as may have been agreed, or

(b) an application to the county court has been made under paragraph 2 of Schedule 5 of the Act and has been determined by the county court, withdrawn, or settled by agreement between the parties.

(3) This subparagraph applies if a deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.

(4) This subparagraph applies if a deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b) of the Act.

(5) This subparagraph applies if a deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

93.

Restriction on giving the landlord's notice (periodic) – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) (F)

(1) A landlord may not give a landlord's notice (periodic) (section 173 of the Act) 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 the contract as described in section 2 or 3 of that Act, and

(b) that prohibited payment has not been repaid.

(2) A landlord may not give a landlord's notice (periodic) at a time when-

(a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and

(b) 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-

	<p>(a) a payment of rent under the contract;</p> <p>(b) a payment required as security in respect of the contract.</p>
94.	<p>Restriction on giving the landlord's notice (periodic) – failure to ensure that working smoke alarms and carbon monoxide alarms are installed (F)</p> <p>(1) A landlord may not give a landlord's notice (periodic) (section 173 of the Act) at a time when-</p> <p>(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</p> <p>(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.</p>
95.	<p>Restriction on giving the landlord's notice (periodic) – failure to supply electrical condition report etc. to contract-holder (F)</p> <p>(1) A landlord may not give a landlord's notice (periodic) (section 173 of the Act) at a time when-</p> <p>(a) the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Fitness for Human Habitation Regulations (failure to obtain an electrical condition report, or to give the contract holder such a report or written confirmation of certain other electrical work), and</p> <p>(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.</p>
96.	<p>Restriction on giving the landlord's notice (periodic) – failure to provide gas safety report to contract-holder (F)</p> <p>(1) A landlord may not give a landlord's notice (periodic) (section 173 of the Act) 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).</p> <p>(2) For the purposes of subparagraph (1), 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 -</p> <p>(a) the landlord has ensured that the contract-holder has been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of the applicable gas safety record, and</p> <p>(b) that record is valid.</p> <p>(3) For the purposes of subparagraph (2), 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.</p> <p>(4) In this term -</p> <p>“check for safety” (“gwiriad diogelwch”) means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations;</p> <p>“gas safety record” (“cofnod diogelwch nwy”) means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations;</p> <p>“Gas Safety Regulations” (“y Rheoliadau Diogelwch Nwy”) means the Gas Safety (Installation and Use) Regulations 1998.</p>
	<p>Court's Order for possession</p>
97.	<p>Effect of order for possession (F+)</p> <p>(1) If the court makes an order requiring the contract-holder under an occupation contract to give up possession of the dwelling on a date specified in the order, the contract ends-</p> <p>(a) if the contract-holder gives up possession of the dwelling on or before that date, on that date,</p>

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

(2) subparagraph (3) applies if-

- (a) it is a condition of the order that the landlord must offer a new occupation 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) continue to occupy the dwelling on and after the occupation date of the new contract.

(3) The occupation contract in relation to which the order for possession was made ends immediately before the occupation date of the new contract.

Variation

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

(1) A periodic standard contract may not be varied except-

- (a) in accordance with sections 123 to 125 of the Act, or
- (b) by or as a result of an enactment.

(2) A variation of a periodic standard contract (other than by or as a result of an enactment) must be in accordance with section 127 of the Act.

99. **Limitation on variation (F)**

(1) A fundamental term of a periodic standard contract incorporating any of the fundamental provisions to which subparagraph (2) applies may not be varied (except by or as a result of an enactment).

(2) This subparagraph applies to the following fundamental provisions of the Act-

- (a) section 122(1)(b) and (2) and section 127,
- (b) section 45 (requirement to use deposit scheme),
- (c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),
- (d) section 55 (anti-social behaviour and other prohibited conduct),
- (e) section 148 (permissible termination),
- (f) section 149 (possession claims),
- (g) section 155 (death of sole contract-holder),
- (h) section 158 (securing contract by use of false statement),
- (i)
- (j) ... and
- (k) Part 1 of Schedule 9A (restrictions on giving landlord's notice under sections 173: breach of statutory obligations).

(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect-

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

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

(5) Subparagraph (4) does not apply to a variation made by or as a result of an enactment.

100. **Variation of terms other than rent (F+)**

(1) The fundamental terms, supplementary terms and additional terms of a periodic standard contract may be varied (subject to section 127 of the Act) by agreement between the landlord and the contract-holder.

101. **Variation of rent (F+)**

(1) The landlord may vary the rent payable under a periodic standard contract by giving the contract-holder 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 the contract-holder 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.

102. **Variation of other consideration (F+)**

(1) Where consideration other than rent is payable under a periodic standard contract, the amount of consideration may be varied—

- (a) by agreement between the landlord and the contract-holder, or
- (b) by the landlord in accordance with subparagraphs (2) to (4).

(2) The landlord may give the contract-holder 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 the contract-holder 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.

Written statements and the provision of information

103. **Written statements (F+)**

(1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of 14 days starting with the occupation date.

(2) If there is a change in the identity of the contract-holder under an occupation contract, the landlord must give the new contract-holder a written statement of the 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 subparagraph (1) or (2).

- (4) The contract-holder may request a further written statement of the contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with-
 - (a) the day of the request, or
 - (b) if the landlord charges a fee, the day on which the contract-holder pays the fee.

104. Written statement of variation (F+)

- (1) If a periodic standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder-
 - (a) a written statement of the term or terms varied, or
 - (b) a written statement of the contract as varied,
 unless the landlord has given notice of the variation in accordance with section 123 or 124(2) to (4) of the Act.
- (2) The relevant period is the period of 14 days starting with the day on which the contract is varied.
- (3) The landlord may not charge a fee for providing a written statement under subparagraph (1).

105. Provision of information by landlord about the landlord (F+)

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

106. Compensation for breach of provision of information by landlord about the landlord (F+)

- (1) If the landlord fails to comply with an obligation under section 39 of the Act (provision of information by landlord about the landlord), the landlord is liable to pay the contract-holder 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 the contract-holder the notice on or before the day referred to in subparagraph (2)(b).
- (4) The interest starts to run on the day referred to in subparagraph (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) 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.

107. Inventory (S)

(1) The landlord must provide the contract-holder with an inventory in relation to the dwelling no later than the date by which the landlord must provide the contract-holder with the written statement of the occupation contract in accordance with section 31 (written statement) of the Act.

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

(4) Where no comments are received by the landlord within 14 days, the inventory is deemed to be 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 the contract-holder, or
- (b) inform the contract-holder that the comments are not agreed, and re-send the original inventory to the contract-holder, with the comments attached, or
- (c) amend the inventory in accordance with some of those comments and send the amended inventory to the contract-holder, together with a record of the comments which have not been agreed.

Utilities, services, and taxes

108. **Council Tax (A)**

(1) The contract-holder is to pay any Council Tax or any tax replacing it, payable in respect of the dwelling, which you are obliged to pay under any enactment to the billing authority and to repay the landlord in respect of any Council Tax, which (during the contract) the landlord becomes obliged to pay because you cease to live at the dwelling or, cease to be a student.

109. **Gas or oil (A)**

(1) The contract-holder is to pay for all gas relating to the dwelling that applies during the contract.

110. **Electricity (A)**

(1) The contract-holder is to pay for all electricity relating to the dwelling that applies during this contract.

111. **Water (A)**

(1) The contract-holder is to pay for all water relating to the dwelling that applies during the contract.

112. **Television licence (A)**

(1) The contract-holder is to pay for a Television Licence to the relevant authority relating to the dwelling that applies during this contract.

113. **Telephone, internet, and broadband (A)**

(1) The contract-holder is to pay for all telephone and internet access relating to the dwelling that applies during this contract.

114. **Other outgoings (A)**

(1) The contract-holder is to pay directly to a supplier for all other outgoings relating to the dwelling that applies during this contract.

115. **Changes to the provision of utilities to the dwelling (S)**

(1) The contract-holder 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.

(2) The contract-holder must inform the landlord as soon as reasonably practicable of any changes made pursuant to subparagraph (1).

- (3) Unless the landlord consents, the contract-holder must not-
- (a) leave the dwelling, at the end of the occupation 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.

(4) For the purposes of subparagraph (3)(b), "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.

116. Pre-payment meters (A)

(1) If a utility meter changes to a pre-payment meter during the contract, the contract-holder shall arrange for a non-pre-payment meter to be returned to the dwelling at the end of the contract and pay for all charges unless the landlord requested the meter change.

117. Other utility charges during contract (A)

(1) If a charge becomes payable by the landlord during the contract due to some default of the contract-holder (for example, but not limited to, a failure by you to pay a utility bill), the contract-holder will reimburse the landlord for any reasonable payment made.

Costs for breaches or failure to comply with contract-holder's obligations under this contract

118. Unpaid rent (A)

(1) If the rent has not been paid in full within seven days from when it was due, the contract-holder is to pay a daily aggregate interest rate of 3% above the Bank of England base rate from after the end of the period of seven days from due and whilst any rent remains unpaid.

119. Breach or failure to comply with a term (A)

(1) The contract-holder is responsible for any reasonable costs or losses (which may include potential future rent or the landlord's or agent's time) reasonably incurred required to compensate the landlord for any breach or failure to comply with any obligation on your part of this contract.

(2) The contract-holder must pay the total costs of any action taken for breach of contract or possession of the dwelling, including court fees and all other associated costs, limited to only those costs the court awards.

(3) If a bond scheme (for example, operated by a local authority or charity) has been arranged in connection with the contract, any costs or losses may be claimed from the bond scheme.

(4) The contract-holder shall protect the landlord from loss arising from any claim because of any breach by you of any term in this contract.

Other matters

120. Forms of notices etc. (F+)

(1) Any notice, statement or other document required or authorised to be given or made by an 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 the Act.

121. Electronic service of notices or other documents (A)

(1) The contract-holder is willing to receive notices or other documents given under or in connection with the contract electronically, including by email at the email address:

(2) The landlord is willing to receive notices or other documents given under or in connection with the contract electronically, including by email at the email address: leeanne@imperialservices.co.uk

(3) A notification sent electronically may contain a link that, when clicked, links to or downloads a notice or other document.

(4) Where there is more than one contract-holder or landlord, a notice or other document is sufficiently served on all of them when sent to one of them.

(5) Any notice or other document that includes a typed signature or an image of the signature will be considered certified by the signatory as a valid means of signing.

(6) If a party's email address changes, that party will notify the other party promptly of the change.

(7) The parties are recommended to regularly check their spam/junk folders in their email client.

122. Passing notices etc. to the landlord (S)

(1) The contract-holder must-

(a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and

(b) as soon as reasonably practicable, give the original copies of any such notices, orders or other documents to the landlord.

123. Certificates or reports for the dwelling (A)

(1) The contract-holder must not request, obtain, order or authorise an energy performance certificate, electrical inspection/test or gas safety record without the landlord's consent unless you are legally required to get one.

ESTATE MANAGEMENT GROUNDS

REDEVELOPMENT GROUNDS

Ground A (building works)

- 1 The landlord intends, within a reasonable time of obtaining possession of the dwelling-
- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
 - (b) 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 condition or the second condition.
- (2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme 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-
- (a) there is no longer such a person living in the dwelling, and
 - (b) the landlord requires 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 requires 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-
- (a) 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,
 - (b) there is no longer a person with those special needs living in the dwelling, and
 - (c) 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.

USING YOUR PERSONAL INFORMATION

Your landlord takes the security of your personal information seriously. Your information both in this agreement and as provided during the application process will be used during and after this contract for a number of purposes including:

- management of the occupation contract and fulfilling this contract
- notifying local authorities or utility companies about the contract
- debt recovery or to rectify a breach of a term of this contract
- where legally required to be shared

The landlord may share your information with their agent (including if the agent changes during the contract or if there is more than one agent). If your information is held by an agent on behalf of a landlord, the agent may share your information with the landlord before, during or after the contract.

During the contract

The landlord or agent will use your information to manage the contract including for example to contact you about repairs, rent collection and general clerical/management duties and your information may be shared with third-party service providers including software services for the purposes of management of the contract.

Your information will be used for fulfilling the contract for example by sharing with a contractor for the purpose of carrying out a repair or maintenance inspection. Your information will be shared with an authorised deposit scheme.

Your information may be shared with a local authority or utility provider for the purpose of notifying about this contract. Your information may be shared with other landlords or agents for the purpose of providing a reference or conduct of the contract.

Your information may be shared with third-party providers including debt collection or tracing services to pursue a debt or reasonably necessary to rectify any breach of the contract.

Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or a crime or if we have your consent.

After you have left the dwelling

When you have left the dwelling, your information may be shared with a local authority, deposit scheme or utility company for the purpose of notifying about the end of the contract.

Your information may be shared with other landlords, agents, referencing services, credit reference bureaux etc. to provide a reference or details about the conduct of the contract.

Your information may be shared with third-party providers including debt collection or tracing services to pursue a debt or reasonably necessary to rectify any breach of the tenancy.

Your landlord or their agent will retain your information beyond the contract for as long as necessary or legally required for potential HMRC audits, potential local authority disputes (for example council tax) and Immigration Act (Right to Rent) investigations.

Otherwise, your information will not be shared with other organisations unless legally required to do so, to prevent fraud or a crime or if we have your consent.

DEPOSIT PRESCRIBED INFORMATION

The Renting Homes (Deposit Schemes) (Required Information) (Wales) Regulations 2022

Deposit and dwelling

The amount of the deposit paid £1200.00

The address of the dwelling to which the occupation contract relates
Flat 1
234 Example Street
Cardiff
EX1 2AM

Landlord details

Name Thomas Edwards

Address Imperial Property Management
164a Richmond Road
Cardiff
CF24 3BX

Telephone number 02920303040

Email address leanne@imperialservices.co.uk

Scheme administrator details

Name Tenancy Deposit Scheme

Address PO Box 1255, Hemel Hempstead, Herts HP1 9GN

Telephone number 0300 037 1000

Email address deposits@tenancydepositscheme.com

Website <https://www.tenancydepositscheme.com>

Lead contract-holder details

Note: the lead contract-holder is the person who is authorised by all other joint contract-holders to deal with the unprotecting of the deposit.

Name Contract Holder 1

Address Flat 2
234 Example Street

	Cardiff EX1 2AM
Telephone number	02920 123 456
Email address	contract@holder.com
Such details that should be used by the landlord or scheme administrator for the purpose of contacting the contract-holder at the end of the occupation contract	Flat 3 234 Example Street Cardiff EX1 2AM 02920 123 456 contract@holder.com
Information and term	
The circumstances when all or part of the deposit may be retained by the landlord, by reference to the terms of the occupation contract is	Term 8 (fixed term) and term 9 (potential periodic)
Any information supplied by the scheme administrator to the landlord which explains the operation of sections 45 to 47(3) of, and Schedule 5 to, the Act	See the accompanying scheme leaflet 'What is the Tenancy Deposit Scheme?'
The procedures that apply under the deposit scheme by which an amount in respect of a deposit may be paid or repaid to the contract-holder at the end of the occupation contract	See the accompanying scheme leaflet 'What is the Tenancy Deposit Scheme?'
The procedures that apply under the deposit scheme where either the landlord or the contract-holder is not contactable at the end of the occupation contract	Set out in the scheme leaflet: What is the Tenancy Deposit Scheme?, which accompanies this document.
The procedures that apply under the deposit scheme where the landlord and the contract-holder dispute the amount to be paid or repaid to the contract-holder in respect of the deposit	Summarised in the Scheme Leaflet What is the Tenancy Deposit Scheme? More detailed information is available on: www.tenancydepositscheme.com .
The facilities available under the deposit scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation	Set out in the Scheme Leaflet: What is the Tenancy Deposit Scheme? More detailed information is available on: www.tenancydepositscheme.com .

What is the TDS Custodial Scheme?

An advisory leaflet for landlords and tenants

TDS Custodial is a tenancy deposit protection scheme run by The Dispute Service Ltd. It is authorised by the Government to hold tenancy deposits until repayment is requested when the tenancy ends.

Once the deposit has been paid to the scheme it has to be held for a minimum period to comply with our contract, before it can be returned.

What is tenancy deposit protection?

By law, a landlord or agent who receives a deposit for an Assured Shorthold Tenancy (AST) that started in England or Wales on or after 6th April 2007 must protect the deposit with a tenancy deposit protection scheme.

The landlord or agent has two duties under the legislation, both of which should be done within 30 calendar days of receiving the deposit:

- To protect the deposit with a Government-authorised scheme.
- To provide the tenant(s) (and any relevant person) with prescribed information about where their deposit is being protected and how it will be managed.

How does it work?

Tenancy deposit protection schemes can be one of two kinds:

Custodial - this is where the scheme itself holds the deposit during the tenancy.

Insured - this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that tenants will always get back the money to which they are entitled.

Is my deposit protected?

Tenants can check if their deposit is protected with TDS Custodial by visiting www.tenancydepositscheme.com and entering their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

How much does it cost?

TDS Custodial is free to use - we are funded by the interest received on the deposit during the tenancy. There is no charge to landlords, tenants or agents for having a dispute resolved.

What if the landlord does not comply?

If the landlord or agent does not protect the deposit or provide the prescribed information within 30 calendar days of receiving the deposit, the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

Non-compliance can also affect the landlord's ability to serve notice to end the tenancy and regain possession under section 21 of the Housing Act 1988.

TDS Custodial cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

What will you receive?

Within 30 calendar days of receipt of the deposit, the landlord must provide the tenant with:

- The prescribed information (which includes, but is not limited to, the address of the property, amount of deposit and the circumstances in which deductions can be made from it)
- A copy of this leaflet

After the deposit is lodged with the scheme, TDS Custodial will provide the tenant and landlord with:

- A deposit protection certificate
- Access details for your online account

What happens to the deposit at the end of the tenancy?

Either the landlord or tenant can start the repayment process following the end of the tenancy. Once TDS Custodial receives a request for repayment, it will notify the other party of the request and invite them to respond within 30 working days to say whether they agree or disagree.

If the other party responds saying that they agree to the repayment and recipient bank details added the deposit will be repaid as per that agreement within 5 working days.

If the other party responds saying that they do not agree to the repayment request, they can ask for the dispute to be resolved by our dispute resolution process.

How does the dispute resolution process work?

TDS Custodial will firstly invite the landlord to set out their claim and provide supporting documentation such as the tenancy agreement, check-in/check-out reports, invoices and quotations. We will then invite the tenant to view the landlord's evidence and respond to it, with the opportunity to submit their own supporting documentation. Each party has 10 working days to submit their evidence, in turn.

After the evidence gathering process is complete, the case will be sent to one of our independent adjudicators who will reach a binding decision within 28 calendar days. TDS Custodial will repay the deposit per the adjudicator's decision within a further 5 working days.

What is the TDS Custodial Scheme?

An advisory leaflet for landlords and tenants

What if I don't agree with the outcome?

The adjudicator's decision will be based only on the evidence sent to TDS Custodial - there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS Custodial or to the Government department in charge of the tenancy deposit protection schemes.

What if the other party doesn't respond to my repayment request?

If the other party does not respond within 30 working days, the party requesting repayment must complete a statutory declaration before TDS Custodial can repay the deposit.

The statutory declaration is a sworn legal document confirming that the other party cannot be contacted, and confirms any claims made on the deposit and the amounts to be repaid to each party.

TDS Custodial provides a simple template to use for this process. Further guidance on this is available on our website or from our customer operations department.

The requesting party must send the sworn statutory declaration and related documentation to TDS Custodial who will send it to the other party and give them the opportunity to respond within 14 calendar days. If the other party does not respond to the statutory declaration, TDS will repay the requested amount of the deposit within 5 working days.

Should the other party respond to the scheme to say that they do not agree to the repayment request, they can ask for the dispute to be resolved through TDS Custodial's dispute resolution process. The parties should, in the first instance, attempt to resolve the dispute directly with each other.

Top tips to remember

To help us repay your deposit quickly and smoothly to you at the end of the tenancy:

- Activate your account as soon as possible and keep your contact details up to date - if we have your current email address, we will be able to notify you immediately of anything relating to the deposit.
- Avoid using a work or university email address as these may change or expire during the tenancy.
- Add our email address to your safe senders list - info@tenancydepositscheme.com - to ensure our emails do not go to your junk folder.
- We will need your bank details to repay the deposit at the end of the tenancy. You can add these in your online account.
- You must attempt to resolve any dispute over the deposit repayment prior to referring the dispute to TDS Custodial's dispute resolution service. Communication is key to avoiding a dispute.

What disputes can TDS Custodial deal with?

TDS Custodial can only handle disputes relating to the deposit.

- ✗ The adjudicator cannot make an award for more than the disputed deposit. If a larger amount is disputed, you may need to go to court.
- ✗ We cannot deal with counterclaims by tenants, such as a claim for disrepair. If you are a tenant and wish to bring a counterclaim against your landlord, you will need to go to court.
- ✗ TDS Custodial cannot deal with disputes between individual tenants, or between landlords and their agents.

Using the dispute resolution mechanism is not compulsory. Either party may choose to go to court instead. The court order must be sent to TDS Custodial when the outcome is known so that the deposit can be released in accordance with the order. It is essential that the order relates to the deposit and directs TDS Custodial how the deposit should be split.

TDS Custodial operated by, The Dispute Service Limited, West Wing, First Floor, The Maylands Building,
200 Maylands Avenue, Hemel Hempstead, HP2 7TG.

www.tenancydepositscheme.com

info@tenancydepositscheme.com

0300 037 1001



Deposit required information

Confirmation (in the form of a certificate signed by or on behalf of the landlord)

The information provided by the landlord or agent is accurate to the best of the landlord's knowledge and belief. The landlord (or agent) has given the contract-holder(s) the opportunity to sign any document containing the information provided under Regulation 3, The Renting Homes (Deposit Schemes) (Required Information) (Wales) Regulations 2022.

Signed by or on behalf of landlord(s)

NAME AND SIGNATURE

--

Leeanne Mole

Confirmation (in the form of a certificate signed by the contract-holder(s))

The contract-holder(s) confirm that the lead contract-holder has been nominated by them and that the responsibilities of the lead contract-holder are fully understood.

The contract-holder(s) hereby confirm that the landlord (or agent) has given us the opportunity to sign any document containing the information provided under Regulation 3 of The Renting Homes (Deposit Schemes) (Required Information) (Wales) Regulations 2022.

Signed by Contract-holder(s)

NAME AND SIGNATURE

--

Contract Holder 1

**Rhentu
Doeth
Cymru
Rent
Smart
Wales**



Llywodraeth Cymru
Welsh Government

www.gov.wales

A Home in the Private Rented Sector:

a Guide for Tenants in Wales

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Please Note:

This Tenant's Guide has not yet been updated in line with the Renting Homes (Wales) Act 2016. It will be updated by Welsh Government in early 2023. Please be aware some content will therefore be out of date or missing and additional information should be sought through the Welsh Government website.

Who is this guide for?

1. This guide is important for anyone who is looking for a house or flat to rent, including students. Most of the contents also apply if you rent a room in a shared property but in certain cases, for example living in a house in multiple occupation, your rights and responsibilities will be different.
2. The guide does not cover lodgers or people with licences nor tenants where the property is not their main or only home.
3. If you rent a property, it's good to know the questions you should ask of your landlord and your rights and responsibilities as a tenant. This guide does just that. It will help you to create a positive relationship with your landlord, but will also explain what to do and how to get advice and help if things go wrong.
4. Sometimes when you rent a home, people expect you to make a quick decision, or to sign documents before you have had a chance to think about them. Don't be rushed. Take a little time to read this guide and keep a copy to hand. It could help you to protect yourself from any problems that could occur.

Before you start

5. **What will renting a property cost you?** Think carefully about how much rent you can afford to pay. About 35% of your take-home pay is the most that many people can afford, but this also depends on your other outgoings (for example, whether you have dependent children). Advice on affordability is available from Shelter Cymru, Welsh Tenants and Citizens Advice Cymru.
6. If you are on housing benefit or local housing allowance, you will need to check the rents in the area in which you want to live are affordable based on the amount of benefit you will receive. Further information can be found here: <http://gov.wales/topics/housing-and-regeneration/welfare-reform/rentofficers/publications/local-housing-allowance-2015/?lang=en>. If the rent for the property you want is more than your benefit entitlement, you should carefully consider whether you will be able to manage such additional rent payments. After you sign a tenancy agreement, you will be expected to find the money.
7. **How to find accommodation to rent:** Decide on the area in which you wish to live. There are many ways of finding a suitable property. You could use a letting agent, contact your local authority housing options service, or look at advertisements in local newspapers or on the internet. The larger the area you are prepared to consider looking in, the better the chance of finding the right home. It is also worth shopping around and comparing fees and charges and asking views from former tenants, if possible, when considering prospective landlords or letting agents.
8. **Have the required documents ready.** Landlords and agents will wish to confirm your identity, and possibly your employment, immigration status and credit history. They may also require references. Some landlords might ask someone to guarantee your rent. If you don't have a guarantor, ask your Local Authority, Shelter Cymru or Local Citizens Advice Bureau for advice.

Renting from a landlord or letting agent

Direct from a landlord

9. By law, all landlords in Wales must register with Rent Smart Wales, and if they manage their own properties they must also have a licence from Rent Smart Wales. The registration and licensing scheme has been introduced by the Welsh Government to help ensure good standards of management for private rented properties. You should ask the landlord if they are licenced when viewing a property. You can verify if the landlord is licensed, or the property you wish to rent is listed and the landlord is registered, via an on-line check on the website: www.rentsmart.gov.wales

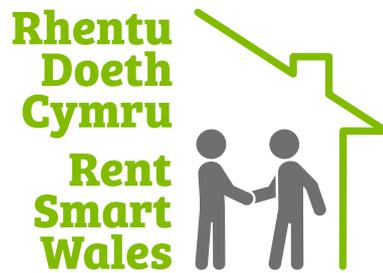
Through a letting agent

10. Ask about the fees and costs you will be asked to pay and when you need to pay them. By law, a breakdown of all fees and costs should be provided in a property advert, in the agent's office or on their website, if they have one.
11. Ask if your agent is a member of an independent complaints scheme. Do they offer client money protection? Ask whether the agent is a member of a recognised industry agent organisation such as the National Approved Lettings Scheme (NALS), the Association of Registered Letting Agents (ARLA), the Royal Institute Chartered Surveyors (RICS) or the United Kingdom Association of Letting Agents (UKALA). This will ensure that (and clarify whether) the agent is part of a Client Money Protection (CMP) scheme which will offer financial protection should anything untoward happen to your money. Also look out for the SAFEAGENT logo <http://safeagents.co.uk/>

Ask whether the agent is a member of a redress scheme which can provide independent adjudication on any complaint you might have.



12. Ask if your agent is licensed with Rent Smart Wales. This is required by law in order to operate their business. Look for the Rent Smart Wales logo. It should be clearly visible to you at the agent's premises and on their website.



Above all, be clear about what you will be asked to pay and who you are handing money over to and why.

EXAMPLE

Looking for your new home

Questions to ask

13. *Deposit protection.* You may be asked to pay a deposit to your landlord at the start of a tenancy as security for any rent arrears or damage to the property. This should be returned at the end of the tenancy if the accommodation has been left in good condition and there are no arrears. If the landlord asks for a deposit, check that it will be protected in a Government approved scheme. Some schemes will hold the money and some will insure it. This information is something you need to know. You may be able to access a bond or guarantee scheme through your Local Authority which will help you put the deposit together.
14. *How long is the tenancy for?* Landlords will usually ask you to sign for an initial fixed term period of 6 or 12 months. If you want more security, you can ask for a longer fixed term (for example, 3 years) however, this may come with additional responsibilities for the duration of the period. Many landlords are happy to offer longer tenancies. Ask what happens if you wish to stay after the fixed term period is up; will they require you to sign for another fixed term or will the tenancy just move into a periodic tenancy, for example running from month to month. Ask whether this will involve additional costs. Remember, periodic tenancies can be ended much more easily by you but also by the landlord.
15. *Children, smoking and pets.* Check if there are any rules about them, as well as other things such as keeping a bike, refuse collection and recycling.
16. *Check who is responsible for paying bills such as electricity, gas, water and council tax.* Will it be you or the landlord? Usually the tenant pays for these but you need to find out.
17. *Fixtures and fittings.* Check that you are happy with them, as it is unlikely you will be able to get them changed once you have moved in and signed your tenancy agreement.
18. *Smoke alarms and carbon monoxide detectors.* Check that these have been provided. If not, ask if they can be installed, or consider installing battery powered detectors yourself. They could save your life.
19. *If the building becomes unfit to live in.* Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in, for example, because of a fire or flood.
20. Ask whether the property is *mortgaged*. Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.
21. If you are disabled, you may also wish to ask the landlord if they are prepared to make reasonable adaptations or allow you to pursue funding to do so.

When you've found a place

22. *Make sure you have a written tenancy agreement.* Read it carefully to understand your rights and responsibilities before you sign the agreement. The landlord or agent usually provides one but you can ask to use a different version. Guidance is available here: <https://www.gov.uk/private-renting-tenancy-agreements>
23. *When you enter an assured shorthold tenancy* (the most common type), you are entering into a contractual arrangement. This will give you some important rights but also some responsibilities which you will need to adhere to.

If you have any concerns about the tenancy agreement, seek advice before you sign.

24. *Agree an inventory (or check-in report)* with your landlord. As an extra safeguard, it is a good idea to take photos. This will make it easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. You may also wish to consider making a list of items that you have noticed that need repairing prior to moving in or, during a reasonable time after taking up the tenancy.
25. *Remember to take meter readings* when you move in. This will help make sure that you don't pay for the previous tenant's or landlord's bills if they owe money for gas or electricity.
26. *Contact details.* Make sure that you have the correct details for the landlord or agent, including a telephone number you can use in case of an emergency. You should find out who to tell if any repairs are needed and the process for reporting them.
27. *Code of practice.* Check that whoever is managing the property is licensed and is following the Code of Practice issued by Rent Smart Wales. You can read the Code on the internet if you feel you need to, at www.rentsmart.gov.wales

Your landlord must provide you with:

28. *A gas safety certificate.* The landlord must provide one each year if there are gas appliances in the property.
29. *Deposit paperwork.* If you have provided a deposit, the landlord must protect it in a Government approved scheme. By law, you must be given clear information within 30 days of paying it about how the deposit is being held, including where, and details on how to get your money back at the end of the tenancy. Keep this information safe as you may need to refer to it later.
30. *Energy performance certificate.* This may affect your energy bills and the landlord must provide one before you move in (except in Houses in Multiple Occupation and a few other types of properties, like listed buildings).

Your landlord should also provide you with:

31. A record of any *electrical inspections*. All appliances must be safe and *checks* every 5 years are recommended.

Living in your rented home

You must. . .

32. *Pay the rent on time.* If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems in paying your rent, get some advice. It is advisable to set up a direct debit for rental payments with the landlord or agent rather than rely on cash collections. It is worth getting contents insurance to cover your possessions too, because the landlord's insurance usually won't cover your things, but you can ask whether it does. Your Local Authority, Citizen's Advice Cymru or Shelter Cymru (or NUS Wales, if you're a student) can provide further advice.
33. Look after the property. Get your landlord's permission before attempting repairs or decorating. Don't forget to maintain gardens if applicable and to use recycling and refuse facilities.
34. *Be considerate to your neighbours.* You could be evicted for anti-social behaviour, such as playing excessively loud music, which causes a nuisance, or by breaking the law in other ways by what you do at the property. Do not allow your visitors to engage in anti-social behaviour either. Above all, be responsible. It helps to prevent problems in renting your home.
35. *Not take in a lodger* or sub-let without checking whether you need permission from your landlord.

You should also . . .

36. *Make sure you know how* to operate the boiler and other appliances and know where the stop cock, fuse box and any meters are located.
37. *Test* your smoke alarms and carbon monoxide detector at least once a month.
38. *Report any need for repairs* or maintenance to your landlord or agent. You might consider keeping a record of all contact with your landlord or letting agent about repairs and who you spoke to. There could be a risk to your deposit if a minor repair turns into a major problem because you didn't report it.

Your landlord must . . .

39. *Maintain the structure* and exterior of the property.
40. *Deal with any problems* with the water / sewerage, electricity and gas supplies.
41. *Maintain* in good working order any appliances and furniture they have supplied. Including portable appliance testing of electrical items such as fridges or cookers which are fixtures of the property.
42. *Carry out the repairs* landlords are responsible for. If something is not working, report it to the landlord (or their agent) as soon as you can.

43. *Arrange an annual gas safety check* by a qualified gas safety engineer (where there are any gas appliances).
44. Give at least 24 hours' notice of visits when they need access to your home, for example for repairs. Your landlord or letting agent cannot walk in to your home whenever or as frequently as they like.
45. Be registered with Rent Smart Wales and have a personal and property licence if necessary.

The landlord should also. . .

46. Insure the building to cover the cost of any damage from flood or fire.

EXAMPLE

At the end of the rental period

If you want to stay

If you wish to extend your tenancy, there are a number of important issues to consider.

47. *Do you want to sign up to a new fixed term?* There may be costs associated with this, particularly if you rent through an agent. These should have been notified to you at the start of your tenancy. If not, you will be on a 'rolling periodic tenancy'. This means that you can carry on as before but with no fixed term. You can usually leave after giving one months' notice. Or your landlord can end the contract at two months' notice.
48. *Your landlord may want to increase your rent.* Your landlord can increase your rent by agreement or as set out in your tenancy agreement, or by following a procedure set out in law.

If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of a tenancy:

49. *Giving notice.* By law, landlords and agents must give you proper written notice if they want you to leave. Normally, any fixed period of the tenancy must be allowed to expire, and they must have given at least two months' notice. Your tenancy agreement should say how much notice you must give to the landlord or agent if you want to leave the property – one months' notice is typical. Breaches of tenancy can allow the landlord to end your tenancy early, possession can then only be granted through the courts and this can involve costs. If the landlord issues notice then you should contact your Local Authority, Shelter Cymru, Welsh Tenants or Citizens Advice Cymru.
50. *Return of your deposit.* You should know who and how an inspection is to be undertaken when ending the tenancy. Try to be present when the property is inspected. By doing this, you will be able to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check out inventory'). Pictures taken when you take up the rental can be helpful in resolving any disputes about deductions. If you do not agree with proposed deductions, contact the deposit protection scheme in which your deposit is protected. It is also useful to take meter readings when you hand keys over. If dealing with a landlord or an agent, it is useful to agree who will provide you with a reference.
51. *Rent.* Make sure your rent payments are up to date. Do not keep back rent because you think it will be taken out of the deposit.
52. *Bills.* Do not leave bills unpaid. This might have an impact on the reference your landlord or agent is prepared to provide for you to rent another property. It could also affect your credit rating.

53. *Leave the property in a clean and tidy state.* Remove all your possessions, clean the house, return all keys and give a forwarding address. If appropriate, pay attention to the garden as well as the interior of the property. Check you haven't left anything behind. The landlord is entitled to dispose of any possessions left in the property, typically after 14 days.

EXAMPLE

If things go wrong

There are often legal protections in place for the most common problems that you might experience during a tenancy. The following organisations will be able to help:

54. *If you are having financial problems, or are falling into rent arrears, speak to your landlord or agent as they are likely to be more sympathetic if you talk to them early on about any difficulties. If you are having problems with your agent and they are part of a redress scheme they will have a written customer complaints procedure which you can use to seek resolution of any issue. If you are not satisfied with the outcome of the in-house procedure you can refer the matter to the redress scheme for adjudication. If you need further advice, contact your Local Authority housing options team, Citizens Advice Cymru, Shelter Cymru or other support agency as soon as possible.*
55. *If the property is in an unsafe condition and your landlord won't repair it, contact your Local Authority environmental health or trading standards department. They have powers to make landlords deal with serious health and safety hazards.*
56. *Unannounced visits and/or harassment from your landlord, contact your Local Authority, or in serious cases contact the police on 101. If you think you are under immediate threat dial 999.*
57. *If you are being **forced out illegally, contact the police.** If your landlord wants you to leave the property, they must notify you in writing, **with the right amount of notice** – you can only be legally removed from the property if the landlord gets a court order.*
58. *Concerned about finding another place to live? Contact the Housing Department of your Local Authority. Shelter Cymru can also offer advice and support.*
59. *Depending on your circumstances your Local Authority may have a legal duty to help you find alternative accommodation and, even if not, will be able to give you advice on how to remain in the tenancy if you wish to do so. In most cases, the Local Authority should not wait until you are evicted before taking action to help you. You are legally defined as threatened with homelessness if it is likely you will be homeless in the next 56 days.*

Further advice and guidance

60. *Advice and guidance* is available from the following organisations:

- Local Authorities;
- Shelter Cymru;
- Citizens Advice Cymru; and
- Tenantiaid Cymru / Welsh Tenants

Agent organisations:

- NALS www.nalscheme.co.uk
- ARLA www.arla.co.uk
- RICS www.rics.org
- UKALA www.ukala.org.uk

If you are a student:

- National Union of Students Wales; and/or
- your University Accommodation Office.

Glossary

Houses in Multiple Occupation

The living accommodation is occupied by persons who do not form a single household.

People with licences

Someone who rents their home under the terms of a licence to occupy the accommodation. This gives less protection from eviction than an assured shorthold tenancy.

Government approved scheme

An approved scheme for protecting tenancy deposits for the purposes of safeguarding deposits paid in connection with tenancies.

Assured shorthold tenancy

The **assured shorthold tenancy** is the default legal category of residential [tenancy](#) in [England and Wales](#). It is a form of [assured tenancy](#) with limited security of tenure, which was introduced by the Housing Act 1988 and saw an important default provision and a widening of its definition made by the Housing Act 1996.

Inventory

A detailed list of articles, goods or property contained within the property you wish to let.

Code of practice

The rules and recommendations that landlords and letting agents have to abide by if they wish to be licensed.

Tenancy agreement

A tenancy agreement is a **contract** between you and your landlord. It may be written or oral. The **tenancy agreement** gives certain rights to both you and your landlord, for example, your right to occupy the accommodation and the landlord's right to receive rent for letting the accommodation.

Sub-let

Sub-letting happens when an existing tenant lets all or part of their home to someone else who is known as a sub-tenant. Many tenants need permission before they can sub-let.

Rolling periodic tenancy

A periodic tenancy is a tenancy which runs from month to month, or less commonly from week to week. Some run from quarter to quarter or even year to year, but the vast majority run from month to month.

Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

We are committed to protecting the health and safety of our tenants and employees and recognise that the risks from legionella bacteria may arise within your home.

Legionnaires' disease is a form of pneumonia caused by the legionella bacteria and can kill. Legionella are bacteria common in natural rivers, lakes and artificial water systems such as hot and cold water systems, storage tanks, pipe work, taps and showers.

Other possible sources of legionella include spa and whirlpool baths, humidifiers, drinking water systems, water features, garden hoses and sprinklers.

Legionella bacteria can survive in low temperatures, but thrive between 20°C and 45°C. Temperatures above 50°C will kill the bacteria. The infection is caused by the inhalation of water droplets or spray-mists which have been contaminated by the bacteria. Those most at risk include elderly people, smokers, heavy drinkers and those suffering from long term illness. ***It is not contracted through drinking contaminated water and cannot be passed from person to person.***

The risk is very small but to ensure legionella remains under control, always ensure you do the following:

- ensure the temperature of the hot water setting on the boiler is set to at least 55 degrees (but no more than 60 degrees) and if there is a hot water cylinder ensure the thermostat is set to at least 55 degrees (up to 60 degrees)
- before you move in and if you go away for more than a week heat the water to 60 degrees for at least one hour and then run all taps on full heat for at least 5 minutes. Shower heads should be placed on the tray or in the bath before being turned on
- tell your landlord if the hot water doesn't heat up properly or your cold water becomes too warm
- shower heads must be dismantled, disinfected and cleaned quarterly or as indicated by the rate of fouling. If occupants have a long term illness, smoker, heavy drinker or elderly, cleaning should be more regular
- if there are any unused taps for example an outside garden tap or unused second toilet with hand basin, these must be run weekly throughout the tenancy
- if there is a spa pool (hot tub, whirlpool bath, spa bath etc.) this **MUST** be disinfected **AFTER EVERY USE** according to the manufacturers instructions.

Keep it clean, Keep it moving, keep the hot, hot and the cold, cold.

IMPORTANT NOTICE

Raising the temperature of warm water is one way to control legionella growth, but could also increase the risk of burns and scalding. Please take care especially if you have children.

AGREEMENT SIGNATURE PAGE

DOCUMENT CHECKLIST

The contract-holder(s) confirms that the following documents have been supplied in connection with the occupation contract to all contract-holders by the landlord (or on behalf of the landlord by an agent). "landlord" includes a prospective landlord and "contract-holder" includes a prospective contract-holder. Where any document has been received electronically, the contract-holder consents for that document to have been received electronically:

- ✓ Explanatory information
- ✓ Understanding the terms of this written statement of occupation contract
- ✓ Form RHW2 – notice of landlord's address
- ✓ Occupation contract (key matters, terms, estate management grounds)
- ✓ Using your personal information (privacy policy)
- ✓ Deposit required information
- ✓ A Home in the Private Rented Sector: a Guide for Tenants in Wales
- ✓ Information leaflet for the control of legionella in hot and cold water systems for occupiers of residential property

IMPORTANT

The written statement of the occupation contract sets out the rights and responsibilities of the contract-holder and the landlord.

You confirm you have read the terms of the occupation contract, fully understand them, and you are content that they reflect the modifications to terms and additional terms agreed upon between you and the landlord.

Signed by Contract-holder(s)

NAME AND SIGNATURE

Contract Holder 1

Signed by or on behalf of landlord(s)

NAME AND SIGNATURE

Leeanne Mole

THIS AGREEMENT HAS BEEN SIGNED ON BEHALF OF THE LANDLORD BY THE AGENT (NAME AND ADDRESS):

Imperial UK Property LLP T/A Imperial Services
164a Richmond Road,
Cardiff,
CF24 3BX

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