

MODEL WRITTEN STATEMENT OF COMPLIANCE FOR FIXED TERM STANDARD OCCUPATION CONTRACTS FOR A TERM OF LESS THAN SEVEN YEARS

[Note: This model written statement of compliance applies to fixed term standard contracts made for a term of less than seven years which:

- (a) do not incorporate a landlord's right to terminate the contract under section 194 (landlord's right to terminate) of the Renting Homes Act 2016 ("the Act"),
- (a) do not incorporate a contract-holder's right to terminate the contract under section 189 (contract-holder's right to terminate) of the Act,
- (b) are not within Schedule 3 to the Renting Homes Act 2016 (fixed term contracts which can be terminated by giving notice to the landlord's notice in connection with end of term)) to the Act.

This model written statement is a statement of compliance with the requirements of Schedule 3 to the Renting Homes Act 2016. The terms included in it are those set out in the Act and regulations made under the Act. Some terms may not be included in the contract-holder's agreement (but may be included in the contract-holder's agreement if it is improved).

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

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

**FIXED TERM STATEMENT –
EXPLANATION**

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

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

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

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

key matters –

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

fundamental terms –

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

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

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

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

The amount of rent (or other consideration) that you must pay to the landlord is payable (e.g. weekly or monthly) during the period of the tenancy. The contract-holder is not entitled to occupy the dwelling for more than the period of the tenancy.

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

1 “Other consideration” could include for example, the contract-holder providing a service to or undertaking work for the landlord.

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

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

supplementary terms—

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

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

The terms of your contract may also include additional terms—

additional terms—

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

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

An incorrect or incomplete written statement is a breach of the contract.

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

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

- (a) you have broken one or more of the terms of the contract relating to engaging in anti-social behaviour and other prohibited acts (including smoking or drinking) and it is reasonable to expect you to leave the dwelling;
- (b) you are seriously in arrears with your rent (that is, two months' rent is unpaid), or you have failed to pay your rent for a period of at least two months;
- (c) your landlord needs to move into the dwelling or a person entitled to occupy the dwelling under section 160 (estate management) or a person entitled to occupy the dwelling under section 161 (social housing) is available (or likely to be available) to occupy the dwelling.

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

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

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

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

The terms of your contract may also include additional terms—

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

A landlord is liable to pay you compensation if the landlord is in breach of the contract.

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

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

(a) you have broken one or more of the terms of the contract relating to engaging in anti-social behaviour and other prohibited acts (including smoking or drinking) and it is reasonable to expect you to leave the dwelling;

(b) you are seriously in arrears with your rent (that is, two months' rent is unpaid), or you have failed to pay your rent for a period of at least two months;

(c) your landlord needs to move into the dwelling or a person entitled to occupy the dwelling under section 160 (estate management) or a person entitled to occupy the dwelling under section 161 (social housing) is available (or likely to be available) to occupy the dwelling.

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

You have important rights as to how you use the dwelling, although some of these require the consent of your landlord. Some of these rights may be set out in your tenancy agreement. You must not break the contract if you die.

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

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

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

If you have any questions about this, you can find the tenant's website along with relevant information on the resolution of disputes. Alternatively, you can contact Citizens Advice Cymru or Shelter Cymru.

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

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means answer on the Welsh Government website along with relevant information on the resolution of disputes. Alternatively, you can contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent dispute resolution service.

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FIXED TERM STANDARD CONTRACT

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

The key matters and information that the landlord is required to provide are set out below.

This contract is between:

and:

It relates to:

The initial rent is £_____ per week
4

The first payment is to be made on _____

And further payments are to be made on _____

This fixed term standard contract is made on _____

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

4 Where other consideration is due, the details of the 'other consideration' could include for example, doing something equivalent to paying rent, such as providing a service to the landlord.

CONTRACT – KEY MATTERS

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

The key matters and information that the landlord is required to provide are set out below.

_____ (landlord)(s)

_____ (contract-holder)(s)

_____ (the dwelling)

_____ (delete as applicable)

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

You can contact the landlord

by post: _____

by telephone: _____

by e-mail: _____

You have paid a deposit of £ _____

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

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

Please sign below as evidence of your agreement to the contract

Contract-holder(s)

Name _____

Signature _____

Date _____

Name _____

Signature _____

Date _____

Landlord(s)

Name _____

Signature _____

Date _____

S

RentSmartWales

RegistrationNumber

(ifapplicable)

A

LicenceNumber

(ifapplicable)

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FIXED TERM FUNDAMENTAL

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

[Where additional terms are included]

[Where any fundamental or supplemental term has been changed] Text omitted from the original contract through and any new text is shown in italics.

Where a term is referring to the contractor, it usually uses “you” rather than “the contractor”.

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

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

CONTRACT- SUPPLEMENTARY TERMS

A standard contract is reset out in this Part. Contractor changed⁵ have **(F)** added.

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

Where a term has been left out of the contract or other supplemental term has been struck through, it is shown in italics.

Where a term is referring to the contractor, it usually uses “you” instead of “the contractor”.

Where a term is referring to the contractor, it usually uses “you” instead of “the contractor”.

5 Under section 33 of the Act, editorial changes to the original contract that term providing they do not change the substance of the contract.

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TERMS

Rent and other charges

Receipt of rent or other consideration

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

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

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

Right of set off⁸ (F+)

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

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

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

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

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

Deposit

Form of security(F+)

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

Requirement to use authorised deposit scheme

5. (1) If you pay a deposit under this contract (or a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme¹⁰.
- (2) Before the end of the period of 14 days beginning on the day on which the deposit is paid, the landlord must —
- a) comply with the initial requirements of the authorised deposit scheme, and
 - b) give you (and any person on your behalf) the required information.
- (3) The required information includes information specified by the Welsh Ministers in regulations in accordance with section 107 of the Act, relating to —
- a) the authorised deposit scheme,

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

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

Prohibited conduct

Anti-social behaviour and other prohibited conduct (F)

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

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

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

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

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

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

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

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

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

- (5) You must not, by any act or omission, do any of the following:
- a) allow, incite or encourage any person to do any of the things mentioned in paragraph (4) of this term;
 - b) allow, incite or encourage any person to do any of the things mentioned in paragraph (4) of this term.

Control of the dwelling

Use of the dwelling by the contract-holder

7. You must not carry on or permit any other person to carry on any business in the dwelling without the landlord's consent.

Permitted occupiers who are not contract-holders (S)

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

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

13 Section 244(3) and (4) of the Act provide that a person does not occupy the dwelling falls within paragraph 6 of schedule 2 if the tenancy or licence under which he or she occupies the dwelling is a shared tenancy or licence (as defined in paragraph 2 of schedule 2). But a person does not occupy the dwelling as a lodger if the tenancy or licence is an occupation contract.

Right to occupy without interference (F+)

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

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

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

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

ations under terms 15 and 16 if the landlord is unable to carry out the work or is unable to do so.

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

11. (1)

In circumstances where you have agreed with term 14(2) and (3), the landlord has the right to enter the dwelling for the purpose of carrying out repairs to the dwelling or to replace or repair any fittings or fixtures.

that are your responsibility in accordance with term 14(2) and (3), the landlord has the right to enter the dwelling at any reasonable time for the purpose of carrying out repairs to the dwelling or to replace or repair any fittings or fixtures.

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

for entering the dwelling.

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

12. (1)

In the event of an emergency which requires the landlord to enter the dwelling, you must give the landlord immediate access to the dwelling.

ding to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.

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

ay enter the dwelling without your permission.

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

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

(4) For the purposes of paragraph (2), an emergency includes—

ncy includes—

- a) something which requires the landlord to enter the dwelling in order to prevent a risk to the health and safety of persons in the vicinity of the dwelling;
- b) something which if not remedied immediately, would put at risk the health and safety of persons in the vicinity of the dwelling.

nt the dwelling or dwellings in the vicinity of the dwelling, or to prevent a risk to the health and safety of persons in the vicinity of the dwelling, or to prevent a risk to the health and safety of persons in the vicinity of the dwelling.

mmediately, would put at risk the health and safety of persons in the vicinity of the dwelling, or to prevent a risk to the health and safety of persons in the vicinity of the dwelling.

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

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

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

Care of the dwelling – landlord

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

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

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

(2) The reference to the dwelling, if the dwelling forms part only of a building, the structure and exterior of the building.

includes, if the dwelling forms part only of a building, the common parts.

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

16. (1) The landlord must—

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

the dwelling (including drains, gutters and external pipes), and the installations in the dwelling.

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

must—

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

of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are

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

had to the matters and circumstances set out in the regulations made under section 94 of the Act, and to the matters and circumstances set out in the government’s website.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

a) the dwelling, or

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

under this contract.

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

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

19. (1)

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

the dwelling is unfit for human habitation wholly or mainly because of a failure (or failures) by you or a permitted occupier of the dwelling.

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

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

(3) "Lack of care" means a failure —

a) of the dwelling, or

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

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

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

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

20. (1)

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

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

(2) The landlord complies with the requirement that the landlord carries out the necessary repairs within a reasonable time after the day on which the landlord becomes aware of the need for those repairs or (2),

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

(3) If—

- a) the landlord (the “old landlord”) or another person (the “new landlord”) is aware of the need for those repairs or (2),
- b) the old landlord (or where the old landlord is a company, any of its directors or members) is aware of the need for those repairs or (2),

landlord’s interest in the dwelling in question or (2),

intly constitute the old landlord, and the new landlord is aware of the need for those repairs or (2),

then the new landlord is to be treated as the landlord for the purposes of the need for those repairs or (2),

of the need for those repairs or (2),

Rights of permitted occupiers (Part 2)

21. (1)

A permitted occupier¹⁹ who suffers loss or damage to personal property, as a result of the landlord failing to comply with the requirement that the landlord carries out the necessary repairs within a reasonable time after the day on which the landlord becomes aware of the need for those repairs or (2),

ordamage to personal property, as a result of the landlord failing to comply with the requirement that the landlord carries out the necessary repairs within a reasonable time after the day on which the landlord becomes aware of the need for those repairs or (2),

(2) But a permitted occupier who is a sub-tenant or a licensee may do so only if the lodger occupation²¹ contract is made, in writing, between the landlord and the sub-tenant or licensee.

elling, or the sub-tenant or licensee.

19

Section 244(5) of the Act provides that a person is a permitted occupier if (a) he or she lives in the dwelling as a lodger or as a licensee, or (b) he or she is not a lodger or sub-holder but is a permitted occupier.

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

20

Section 244(3) and (4) of the Act provide that a person is a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

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

Making changes to the dwelling

Changes to the dwelling (S)

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

(2) The purposes of paragraph (1) include—

- a) any addition to or alteration of the dwelling, including any alterations to the interior of the dwelling,
- b) the erection of any aerial or other structure on the dwelling,
- c) the erection, removal or alteration of any shed, garage or any other structure on the land on which the dwelling is situated, and
- d) the carrying out of external works on the dwelling.

Changes to the provision of utilities

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

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

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

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

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

(3) Unless the landlord consents

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

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

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

Security and safety of the dwelling

Security of the dwelling – unoccupied

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

Security of the dwelling – locks

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

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

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

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

Permissible forms of dealing (F)

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

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

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

Landlord's responsibilities

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

secure.

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

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

Landlord's mortgage

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

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

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

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

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

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

(4) “Dealing” includes—

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

²³ Section 251 of the Act sets out the measures that may be taken to resolve what happens if a landlord or tenant breaches the contract.

the purposes of this term. Courts may make many types of orders to resolve what happens if a landlord or tenant breaches the contract.

Permitting lodgers(S)

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

Provisions about joint contracts

Adding a joint contract-holder(C)

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

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

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

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

- a) fully entitled to all the rights and obligations of a contract-holder under this contract;
- b) liable to perform fully even if the other contract-holder is not, under this contract.

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

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

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

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

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

...ght or waives any liability of the joint contract-holder in connection with the contract.

(4) This term does not apply where the joint contract-holder ceases to be a party to this contract and the rights and obligations under the contract are transferred in accordance with section 13(2) of the Act.

...rights and obligations under the contract.

Termination of contract – general

Permissible termination etc. (Fundamental terms)

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

- a) the fundamental terms of this contract are not set out in Part 9 of the Act or other terms included in this contract in accordance with section 46 and term 54²⁶, or
- b) any enactments such as the Law Commission Act 1965 or an Act of Parliament or regulation made by the Welsh Ministers under the Law Commission Act 1965 apply to this contract.

...orporate fundamental provisions of this contract in accordance with section 46 and term 54²⁶, or

...or an Act of Parliament or regulation made by the Welsh Ministers under the Law Commission Act 1965 apply to this contract.

(2) Nothing in this term affects—

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

...cind the contract, or

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

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

Termination by agreement (F+)

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

Repudiatory breach by landlord

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

Death of a sole contract-holder

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

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

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qualified to succeed) of the Act one or more

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must—

- ed to remain in occupation of the

P



ts may make many types of orders to resolve what

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

in the position that property was in on the

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

Repayment of rent or other consideration

35. The landlord must repay, within a reasonable time, any sum paid by the tenant or other consideration which is not due to the landlord.

of this contract, to you any pre-paid rent or other consideration which is not due to the landlord after the date on which this contract

Termination by contract-holder

Early termination by contract-holder

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

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

contract under term 49(1), or

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

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

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

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

and

- b) become entitled to the property for other consideration given to the landlord in accordance with the contract.

Termination of the contract with the tenant (F+)

37. If there are joint contract-holders under this contract, this contract shall be terminated by the act of one or more of the joint contract-holders acting without the authority of the other joint contract-holders.

Termination by the landlord of the contract and possession notices

Possession claims (F)

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

Possession notices (F+)

39. (1) This term applies in relation to a claim to possession by a landlord is required to give to a contract-holder under any of the following—

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

- (2) The notice must (in addition to the particulars required by the claim)—

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

Termination by the landlord of the contract and possession claim

Breach of contract (F+)

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

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

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

Restrictions on making a possession claim

Anti-social behaviour breach of contract (F+)

41. (1)

Before making a possession claim on a notice specifying that ground.

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

(2) The landlord may make a possession claim on a notice specifying that ground if you have committed anti-social behaviour and other prohibited acts.

an anti-social behaviour breach of contract (anti-social behaviour) on the day on which the landlord gives you a possession notice.

(3) The landlord may not make a possession claim on a notice specifying that ground if you have committed anti-social behaviour and other prohibited acts before the end of the period of six months starting with the day on which the landlord gives you a possession notice.

an anti-social behaviour breach of contract (anti-social behaviour) on the day on which the landlord gives you a possession notice.

(4) In either case, the landlord may not make a possession claim on a notice specifying that ground if you have committed anti-social behaviour and other prohibited acts before the end of the period of six months starting with the day on which the landlord gives you a possession notice.

an anti-social behaviour breach of contract (anti-social behaviour) on the day on which the landlord gives you a possession notice.

Estate management grounds (F)

42. (1)

The landlord may make a possession claim on a notice specifying that ground.

the estate management grounds.

(2) The estate management grounds (as defined in the Annex to this contract) are included in the Annex to this contract.

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

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

can order for possession on an estate management ground unless—

- a) it considers it reasonable in the circumstances with Schedule 10 to the Act.

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

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

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

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

Restrictions on making a possession order (F+)

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

(2) The landlord may not make the order unless:

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

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

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

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

42 (estate management grounds) (F+)

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

The landlord may not make the order unless:

with that day.

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

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

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

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

Serious rent arrears (F+)

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

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

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

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

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground G(1) before the end of the period of 14 days.

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

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground G(3) before the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground H(1) before the end of the period of 14 days.

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

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground H(3) before the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground H(4) before the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground H(5) before the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground H(6) before the end of the period of 14 days.

Part 2 of Schedule 8 to the Act³¹ subject to conditions of the estate management Ground H(7) before the end of the period of 14 days.

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

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

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

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

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

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

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

Restrictions on making a possession claim

Section 44 (serious rent arrears) (F+)

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

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

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

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

with the day on which the landlord gives you the possession notice, or after the end of the period of 14 days beginning with that day.

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

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

Court's Order for possession

Effect of order for possession (F)

46. (1) If the court makes an order for possession of the dwelling on a date specified in the order, this contract ends—

- a) if you give up possession of the dwelling on or before that date, on that date,
- b) if you give up possession of the dwelling on a date after that date but before the order for possession is executed, on the date when possession of the dwelling, or
- c) if you do not give up possession of the dwelling before the order for possession is executed, when the order is executed.

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

- a) it is a condition of the order for possession that you offer a new contract in respect of the dwelling to one or more persons (the offerors) (but not all of them), and
- b) that joint contract-holders (or joint offerors) continue to occupy the dwelling after the occupation date of the new contract.

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

Variation

Variation (F—except 47(1)(a) which applies to F)

47. (1) This contract may not be varied—

- a) by agreement between you and the other party to the contract,
- b) by or as a result of an enactment, a Senedd Cymru or an Act of Parliament, or regulations made under an Act of Parliament or a Senedd Cymru or an Act of Parliament.

(2) A variation of this contract (other than a variation made under an enactment) must be in accordance with term 48.

Limitation on variation (F)

48. (1)

The fundamental terms of this contract may not be varied (except by or as a result of an enactment or regulations made by the Welsh Ministers)

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

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

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

(b) (conduct),

(c) to the occupation contract),

(f) of conduct).

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

(3) as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect—

- a) unless as a result of the variation—
 - (i) the fundamental terms of the contract are modified

(b) if the contract is incorporated with the contract

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

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

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

Written statements and the obligation

Written statements (F+)

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

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

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

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

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

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

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

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

Written statement of variation (F+)

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

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

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

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

Provision of information by landlord (F+)

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

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

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

Compensation for breach of term (F+)

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

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

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

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

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

(5) The relevant date is the first day of the period of which the landlord was required to give the notice.

Inventory(S)

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

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

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

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

(5) Where comments are received from you within 14 days, the landlord must either—
a) amend the inventory in accordance with your comments and send the amended inventory to you, or

- b) inform you that the comments are false and send the original inventory, or
- c) amend the inventory in accordance with the comments and send the amended inventory to you, to which you have not agreed.

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

of the comments and send the amended inventory to you, to which you have not agreed.

Other matters

False statement inducing landlord to enter into contract (F)

to be treated as breach of contract

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

of a relevant false statement—

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

contract, and

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

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

knowingly or recklessly by—

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

Form of notices etc. (F+)

55. (1)

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

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

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

about form of notices and other documents required or authorised to be given to a person by or because of that Act.

Passing notices etc. to the landlord

56. You must—

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

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

of the notice or other document. Where the form of a notice or document has been prescribed by the Welsh Government's website.

ANNEX

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ESTATEMANAGEMENTGROUND

REDEVELOPMENT GROUNDS

Ground A (building works)

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

Ground B (redevelopment schemes)

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

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

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

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

Ground D (dwelling suitable for disabled persons)

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

Ground E (housing associations and local authorities) (dwelling difficult to house)

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

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

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

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

the special needs living in the dwelling, or occupation by a person who has those special needs (including members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

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

in contract under section 73 as a reserve successor (see section 73) and the accommodation comprised in the contract required by the contract-holder.

Ground H (joint contract-holders)

- 8 (1) This ground arises if the first and second conditions are met.

the second condition are met.

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

the contract-holder's rights and obligations under the contract have been exercised.

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

or

- (3) The second condition is that —

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

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

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

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

- 9 (1) This ground arises if the contract-holder has a substantial estate management reason that requires the contract-holder to occupy the dwelling.
- (2) An estate management reason must —
- (a) all or part of the dwelling is required for the contract-holder's use, or
 - (b) any other part of the dwelling is connected, whether directly or indirectly, to the use, or in any way, of the dwelling.

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

similar, relate to —

accord to which the dwelling is required for the contract-holder's use or the purposes for which they are used, or in any way, of the dwelling.