

You have important rights as to these require the consent of you dwelling may have a right to su

You must not allow the dwelling to live in it than the maximum n provides the basis for determin in the dwelling.

You can be held responsible for dwelling. Anti-social behaviour noise, verbal abuse and physic (including physical, emotional a abuse).

If you have a problem with your problems can be resolved quick unable to reach an agreement y agency (such as Citizens Advic advisors. Disputes regarding yo county courts.

If you have any questions about Government's website along with the resolution of disputes. Alter (such as Citizens Advice Cymru

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dwelling, although some of who lives with you at the if you die.

ed by permitting more people 0 of the Housing Act 1985 ber of people permitted to live

anyone who lives in and visits the nduct can include excessive include domestic abuse al, emotional or financial

t contact your landlord. Many n they first arise. If you are may wish to contact an advice mru) or independent legal tely be settled through the

y find the answer on the Welsh nation, such as information on to contact an advice agency independent legal advisors.

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PERIODIC STANDARD

CONTRACT – KEY MATTERS

This contract is between: _____ and: _____

_____ (landlord)(s)

_____ (contract-holder)(s)

It relates to: _____

_____ (the dwelling)

The initial rent is £_____ per _____ (delete as applicable)³

_____ (delete as applicable)

The first payment is to be made _____ And further payments are to be _____

You are not entitled to occupy _____ a home during the period from _____ to _____ (delete this paragraph if not applicable)

_____ a home during the period

You can contact the landlord by post: _____

by telephone: _____

by e-mail: _____

You have paid a deposit of £ _____ For more information about the _____

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

_____ the dwelling) is:

Please sign below as evidence _____ this contract

_____ this contract

Contract-holder(s)

Name _____

³ Where other consideration is due, the details of such consideration could include for example, doing something equivalent to paying rent, such as providing a service to the landlord.

“other consideration” could include for example, doing something equivalent to paying rent, such as providing a service to the landlord.

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Signature _____
Date _____

Name _____
Signature _____
Date _____

Landlord(s)

Name _____
Signature _____
Date _____

Rent Smart Wales

Registration Number _____
(if applicable)

Licence Number _____
(if applicable)

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PERIODIC STANDARD OCCUPATION CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of the contract are set out in this Part. Fundamental terms that have been added after the term sub-heading have (F) added. Supplementary terms that have been added after the term sub-heading have (F+) added. Supplementary terms that have been added after the term sub-heading have (S) added.

[Where additional terms are included, they will be indicated by (A) added.

[Where any fundamental or supplementary term has been struck through a contract or otherwise changed, it will be indicated by (F) added.

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

[Where footnotes are included in a contract, but have been included as part of the terms of this contract, they will be indicated by (F) added.

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ure contract are set out in this contract or changed⁴ have (F) added. Supplementary terms that can be left out or added have (S) added.

ms have (A) added.

as been left out of the fundamental or supplementary term in CAPITALS.

ally uses “you” instead of “the something belonging to the contract-holder’s”.

m part of the terms of this

⁴ Under section 33 of the Act, editorial changes to a contract term that do not change the substance of that term in any way.

term providing they do not change the substance of

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TERMS**Rent and other charges****Receipt of rent or other consideration**

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

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

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

Right of set off⁷ (F+)

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

Variation of rent⁹ (F+)

4. (1) The landlord may vary the rent payable under this contract by giving you a written notice setting out a new rent and a date specified in the notice.

(2)

The period between the day of the notice and the date specified to you and the specified date may not be less than two months.

(3) Subject to that—

(a) the first notice may specify a date which is not less than one year

(b) subsequent notices may specify a date which is not less than one year after the last date on which the rent was payable.

Variation of other consideration

⁵ “Other consideration” could include for example the landlord undertaking work for the landlord.

⁶ When determining whether a dwelling is fit for human habitation, you should refer to the regulations made under section 94 of the Act.

⁷ This term only applies to contracts under which the landlord is required to provide a written statement of the contract.

⁸ The “right of set off” means that if a landlord is liable to pay compensation under section 87 of the Act sets out all the circumstances in which a landlord is liable to pay compensation and how that compensation is calculated.

⁹ This term only applies to contracts under which the landlord is required to provide a written statement of the contract.

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5. (1) Where consideration other than rent is payable under this contract, the amount of consideration may be—

- (a) by agreement between you and the landlord;
- (b) by the landlord in accordance with paragraph (4) of this term.

(2) The landlord may give you a period of notice of the amount of consideration to take effect on the dates specified in the notice.

(3) The period between the date of the notice and the date on which the consideration is payable to you and the specified date may not be less than two months.

(4) Subject to that—

- (a) the first notice may specify a period of notice which is not less than one year;
- (b) subsequent notices may specify a shorter period of notice, provided that it is not less than one year after the last date on which the consideration took effect.

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Deposit

Form of security (F+)

6. The landlord may not require a deposit (other than a deposit) to be given in any form other than—

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

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Requirement to use a deposit scheme

7. (1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be paid into a deposit scheme¹¹ in accordance with an authorised scheme.

(2) Before the end of the period of notice given to you (or the day on which the deposit is paid, if no notice is given), 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.

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10 This term only applies to contracts under which a deposit is payable.
11 Information about authorised deposit schemes is available on the Welsh Government's website.

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(3) The required information in regulations in accordance with—

- (a) the authorised deposit taker's requirements of the scheme, and
- (b) the landlord's compliance with the provisions of Chapter 2 (deposits and deposit schemes), including your rights (and those of the tenant) in relation to the deposit.

by specified by the Welsh Minister for Housing, relating to—

the requirements of the scheme, and the provisions of Chapter 2 (deposits and deposit schemes), including your rights (and those of the tenant) in relation to the deposit.

Prohibited conduct

Anti-social behaviour and other prohibited conduct¹² (F)

8.(1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person (whether or not that person is the tenant) of whatever description—

- (a) to live in the dwelling subject to this contract,
- (b) to live in an adjoining dwelling or other premises in the locality of the dwelling subject to this contract.

conduct capable of causing nuisance or annoyance to a person (whether or not that person is the tenant) of whatever description—

to live in the dwelling subject to this contract, or to live in an adjoining dwelling or other premises in the locality of the dwelling subject to this contract.

(2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in any of the following—

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

conduct capable of causing nuisance or annoyance to a person engaged in any of the following—

(3) You must not engage or threaten to engage in conduct—

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

conduct—

to a person (whether or not that person is the tenant) of whatever description— (i) the landlord, or (ii) a person (whether or not the tenant) acting in connection with the exercise of the landlord's housing management functions, and

(4) You may not use or threaten to use any common parts¹³ and any other premises in connection with the exercise of your functions.

connected with the exercise of the landlord's housing management functions, and (b) that is directly or indirectly connected with the exercise of the landlord's housing management functions.

(5) You must not, by any act or omission, engage in conduct which potentially breaches these terms.

¹² Behaviour which potentially breaches these terms may also include domestic violence (whether or not that person is the tenant) of whatever description.

¹³ 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.

excessive noise, verbal abuse and physical assault. (b) psychological, emotional or financial abuse).

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

- (a) allow, incite or encourage a person to do anything mentioned in paragraph (1) of this section.
- (b) allow, incite or encourage a person to do anything mentioned in paragraph (4) of this section.

Control of the dwelling

Use of the dwelling by the co-occupiers

9. You must not carry on or permit to be carried on any business at the dwelling without the landlord's consent.

Permitted occupiers who are sub-holders

10. You may permit persons who are sub-holders¹⁵ to live in the dwelling as a home.

Right to occupy without interference from the landlord

11.(1) The landlord may not, by interfering 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 obligations under this contract.

(3) The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations of section 100(2) of the Act¹⁶.

(4) The landlord is to be treated as interfering with your right if a person who—

- (a) acts on behalf of the landlord,
- (b) has an interest in the dwelling, or
- (c) has a financial interest in the dwelling,

interferes with your right by exercising a power of possession.

Landlord's right to enter the dwelling

12.(1) The landlord may enter the dwelling at a reasonable time for the purpose of—

- (a) inspecting its condition,

14 Section 244(3) and (4) of the Act provide that a person who occupies the dwelling falls within paragraph (1) of this section if he or she lives in a dwelling as a lodger if he or she is not a party to an occupation contract.

15 Section 59(3) of the Act provides that a "sub-holder" is a person who occupies the dwelling as a home under the sub-occupation contract.

16 Section 100(2) of the Act states that "Repairing obligations" include a landlord's obligations under section 100(2) of the Act.

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in or visiting the dwelling to act as

mentioned in paragraph (4) of this section.

business at the dwelling without the

holders (S)

sub-holders¹⁵ to live in the

landlord (F+)

interfere with your right to

to occupy the dwelling by his contract.

occupy the dwelling because of a failure to comply with repairing obligations of section 100(2) of the Act¹⁶.

your right if a person who—

that is superior to the landlord's

possession.

(+)

reasonable time for the purpose

if the tenancy or licence under which he or she occupies the dwelling falls within paragraph (1) of this section (but a person does not fall within paragraph (1) if his or her tenancy or licence is an occupation contract).

under the sub-occupation contract.

repair (or keep or deliver up in repair), or to maintain, or to ensure that the dwelling is fit for human habitation however expressed, and the obligations mentioned in paragraphs 20 and 21 of this contract are reflected in terms 20 and 21 of this contract.

Standard Occupation Contract—Crown

(b) carrying out works or repairs to comply with the obligations set out in terms 20 and 21.

(2) The landlord must give at least 24 hours' notice before exercising that right.

(3) Paragraph (4) of this term applies to the following:

- (a) the dwelling forms part of a building;
- (b) in order to comply with terms 20 and 21 the landlord needs to carry out works or repairs to the building.

(4) The landlord is not liable for damage to any other part of the building to be able to carry out the works or repairs if the landlord does not have a reasonable effort to do so. In such rights after making a reasonable effort to do so.

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

13.(1) In circumstances where the landlord has the responsibility in accordance with terms 20 and 21, the landlord may enter the dwelling at any reasonable time to carry out repairs to the fixtures and fittings or other contents, or replacing them.

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

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

14.(1) In the event of an emergency, the landlord needing to enter the dwelling without notice, the landlord may enter the dwelling without your permission.

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

(3) If the landlord enters the dwelling in an emergency, the landlord must use all reasonable care to ensure that they have entered the dwelling in a way that causes the least damage to the dwelling.

(4) For the purposes of paragraph (1), an emergency includes—

- (a) something which requires urgent attention to prevent the dwelling or dwellings in the vicinity from being further damaged or destroyed, or from becoming uninhabitable, and
- (b) something which if not remedied immediately, would put at risk the health or safety of any permitted occupier of the dwelling or the dwelling.

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Care of the dwelling – common law responsibilities

Duty to take care of the dwelling

- 15. You are not liable for fair wear and tear of fixtures and fittings within the dwelling but must—
 - (a) take proper care of the fixtures and fittings within the dwelling and any items listed in any inventory from the dwelling without the landlord's consent;
 - (b) not remove any fixture or fitting from the dwelling without the landlord's consent;
 - (c) keep the dwelling in a clean and tidy state, in decorative order, and ensure that the dwelling is safe;
 - (d) not keep anything in the dwelling that could be a health and safety risk to you, any permitted occupiers, or any persons visiting the dwelling or any persons residing in the dwelling.

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Duty to notify landlord of defect, damage or disrepair

- 16.(1) You must notify the landlord of a defect, damage or disrepair as soon as you believe is the landlord's responsibility.
- (2) Where you reasonably believe that the defect, damage or disrepair to the fixtures and fittings or items listed in any inventory is not the landlord's responsibility, you must, within a reasonable time, carry out repairs to such fixtures and fittings or items listed in any inventory, or replace them.
- (3) The circumstances in which the landlord's obligation applies include where the fault, defect, damage or disrepair is caused only because of an actor or omission of the tenant, a contractor, a tradesperson or any person visiting the dwelling.

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Care of the dwelling – landlord's obligations

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

- 17.(1) The landlord must ensure the dwelling is fit for human habitation¹⁹—

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¹⁷ Section 244(5) of the Act provides that a person who lives in the dwelling as a lodger or sub-holder is not subject to an occupation contract if (a) 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, or (b) if the dwelling forms part only of a building, of the common parts that you are permitted to use under an occupation contract.

¹⁸ Section 96(3) of the Act defines "lack of care" as a failure to take such care of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are permitted to use under an occupation contract.

¹⁹ When determining whether a dwelling is fit for human habitation, you must have regard to the matters and circumstances set out in the regulations made under section 94 of the Act, and to any guidance issued by the Government's website.

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- (a) on the occupation date
- (b) for the duration of this

(2) The reference to the dwelling forms part only of the dwelling and the common parts.

Landlord's obligation to keep

18.(1) The landlord must—

- (a) keep in repair the structure, gutters and external parts
- (b) keep in repair and provide service installations in the dwelling.

(2) If the dwelling forms part

- (a) keep in repair the structure (including drains, gutters) on the estate or interest, and

- (b) keep in repair and provide service installation which directly or indirectly serves the dwelling—
 - (i) forms part of any part of the dwelling
 - (ii) is owned by the landlord

(3) The standard of repair required is reasonable having regard to the nature of the dwelling which is likely to be available.

(4) In this contract, "service installations" means any installation for the supply of water, gas or electricity, for sanitation, for

Further landlord obligations

19.(1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the obligations under terms 17 and 18.

(2) The landlord may not limit its liability by enforcing or relying on the limitation of damages clause in the contract.

Limits on landlord obligation

20.(1) Term 17(1) does not impose any obligation on the landlord in respect of a dwelling which the landlord occupies for his own private use or for the private use of a member of his family at reasonable expense.

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of this term includes, if the dwelling forms part only of the dwelling and exterior of the building

(F+)

the dwelling (including drains,

service installations in the

landlord must—

any other part of the building in which the landlord has an

service installation which directly or indirectly serves the dwelling—

landlord has an estate or interest, or is owned by the landlord or under his control.

and (2) of this term is that which is reasonable having regard to the nature of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

installation for the supply of water, gas or electricity, for sanitation, for heating or for hot water.

17 and 18 (F+)

caused by works and repairs carried out in order to comply with the obligations under terms 17 and 18.

to you in the event of you enforcing or relying on the limitation of damages clause in the contract under terms 17 and 18.

17 and 18: General (F+)

landlord in respect of a dwelling which the landlord occupies for his own private use or for the private use of a member of his family at reasonable expense.

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(2) The landlord's obligations

18(1) do not require the landlord—

- (a) to keep in repair any part of the dwelling, or
- (b) to rebuild or reinstate any part of it, in the case of destruction or damage

caused by an event that is not required to be removed from the dwelling, or any part of it, in the case of

(3) If the dwelling forms part of a building and 18(2) do not require the landlord to rebuild or reinstate any part of it, the landlord has an estate in fee simple in the land in which the dwelling is situated, and the destruction or damage is not caused by an event that is not required to be removed from the dwelling, or any part of it, in the case of

the landlord's obligation under terms 17(1) and 18(1) does not require the landlord to rebuild or reinstate any other part of the building in which the dwelling is situated, and the destruction or damage by a relevant event that is not required to be removed from the dwelling, or any part of it, in the case of

(4) Relevant causes for the purposes of 18(2)(b) and (3) of this term, are fire, flood, lightning, or an inevitable accident.

caused by an event that is not required to be removed from the dwelling, or any part of it, in the case of

(5) Term 18(2) does not require the landlord to carry out any works or repairs unless the disrepair or failure to keep in proper working order is caused by—

the landlord's obligation under terms 17(1) and 18(1) does not require the landlord to carry out any works or repairs unless the disrepair or failure to keep in proper working order is caused by—

- (a) the dwelling, or
- (b) the common parts that you are entitled to use under this contract.

caused by an event that is not required to be removed from the dwelling, or any part of it, in the case of

Limits on landlord obligation under terms 17 and 18: contract-holder's fault (F+)

17 and 18: contract-holder's fault (F+)

21.(1) Term 17(1) does not impose an obligation on the landlord if the dwelling is unfit for human habitation wholly or mainly as a result of an act or omission amounting to a breach of the contract by you or a permitted occupier of the dwelling.

the landlord if the dwelling is unfit for human habitation wholly or mainly as a result of an act or omission (including an act or omission by you or a permitted occupier of the dwelling) amounting to a breach of the contract by you or a permitted occupier of the dwelling.

(2) The landlord is not obliged to carry out works or repairs if the disrepair, or the failure to keep in proper working order, is wholly or mainly attributable to an act or omission by you or a permitted occupier of the dwelling.

to carry out works or repairs if the disrepair, or the failure to keep in proper working order, is wholly or mainly attributable to an act or omission by you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take reasonable care of—

- (a) of the dwelling, or
- (b) if the dwelling forms part of a building, of the common parts that you are entitled to use under this contract.

of the dwelling, or, if the dwelling forms part of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligation under terms 17 and 18: notice (F+)

17 and 18: notice (F+)

22.(1) The landlord's obligation under terms 17(1) and (2) do not arise until the landlord becomes aware that works or repairs are needed.

and under term 18(1) and (2) do not arise until the landlord becomes aware that works or repairs are needed, or until the landlord becomes aware that works or repairs are needed, or until the landlord becomes aware that works or repairs are needed.

(2) The landlord complies with terms 17(1)(b) and under 18(1) and (2) if the landlord carries out the necessary works or repairs as soon as it is reasonably practicable to do so.

under term 17(1)(b) and under 18(1) and (2) if the landlord carries out the necessary works or repairs as soon as it is reasonably practicable to do so.

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(d) the carrying out of external works to the dwelling.

Changes to the provision of utilities (S)

25.(1) You may change any of the following utilities or services during the occupation of the dwelling of—

- (a) electricity, gas or other fuel (if applicable), water (including sewerage) services;
- (b) telephone, internet, cable television or satellite television services.

(2) You must inform the landlord in writing as soon as is practicable of any changes made under this section.

(3) Unless the landlord consents in writing, you must—

- (a) leave the dwelling at the end of the occupation without a supplier of electricity, gas or other fuel (if applicable), water (including sewerage) services, or any specified service installations at the dwelling on the occupation date;
- (b) install or remove, or alter, any specified service installations at the dwelling.

(4) For the purposes of paragraph (3), “specified service installations” means an installation of water, gas, electricity or other fuel (if applicable) for heating or for heating water.

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Security and safety of the dwelling – occupant-holder’s responsibilities

Security of the dwelling – unoccupied

26. If you become aware that the dwelling will be unoccupied for 28 or more consecutive days, you must vacate the dwelling as soon as reasonably practicable.

Security of the dwelling – unoccupied

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

(2) You may change any locks on the external doors of the dwelling provided that any such change does not reduce the security of the dwelling to a level less than that previously in place.

(3) If any change made under this section results in a new key being needed to access the dwelling, you must notify the landlord as soon as reasonably practicable and make a copy of the key available to the landlord at the same time.

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Creating a sub-tenancy or taking out a mortgage

Permissible forms of dealing

28.(1) You may not deal with the dwelling or any part of the dwelling except—

- (a) in a way permitted by section 244(3) and (4) of the Act;
- (b) in accordance with a financial agreement (see section 251 of the Act)²⁴.

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

- (a) in a way permitted by section 244(3) and (4) of the Act;
- (b) in accordance with a financial agreement.

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

- (a) the transaction is not enforceable, and
- (b) you or a joint contract-holder is liable for breach of this contract (despite the transaction not being enforceable).

(4) “Dealing” includes—

- (a) creating a tenancy, or licence, or other arrangement which confers the right to occupy the dwelling;
- (b) transferring;
- (c) mortgaging or otherwise dealing with the dwelling.

Permitting lodgers(S)

29. You must not allow persons to occupy the dwelling as lodgers²⁵ without the landlord’s consent.

²⁴ Section 251 of the Act sets out the meaning of financial agreement. Courts may make many types of orders to resolve what happens to the family home if a person is in breach of a financial agreement.

²⁵ Section 244(3) and (4) of the Act provide that a person who occupies the dwelling falls within paragraph (c) if he or she lives in a dwelling as a lodger if he or she is not a party to an occupation contract.

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transferring the contract or

g or any part of the dwelling

ee section 251 of the Act)²⁴.

under this contract (or with this co

erm, or a joint contract-

, and
of this contract (despite the
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ch confers the right to occupy

as lodgers²⁵ without the

poses of this term. Courts may make many types of

ger if the tenancy or licence under which he or she
lation shared with landlord). But a person does not
Schedule 2 that his or her tenancy or licence is an

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Provisions about joint co

Adding a joint contract-holder (

30.(1) You, as the contract-holder, and another person may, with the consent of the landlord, add another person as a joint contract-holder under this contract.

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

and another person may, with the consent of the landlord, add another person as a joint contract-holder under this contract.

he or she has the same rights and is subject to all the obligations of a contract-holder under this contract from the time he or she becomes a joint contract-

Withdrawal of a joint contract-h

31.(1) If you are a joint contract-holder, you may withdraw from this contract by giving a notice (a “withdrawal notice”) to the landlord.

(2) The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the “withdrawal date”).

(3) You must give a written withdrawal notice to all the joint contract-holders when you give the withdrawal notice; and a copy of the withdrawal notice must be attached to the withdrawal notice.

(4) The landlord must give a written warning to all the joint contract-holders as soon as reasonably practicable; and a copy of the withdrawal notice must be attached to the warning.

(5) You will cease to be a party to this contract on the withdrawal date.

(6) A notice given to the landlord that purports to be a withdrawal notice by a joint contract-holder’s notice to end contract is not a withdrawal notice if the date specified in the notice is to be treated as the withdrawal date.

(7) Paragraph (3) of this term must be read as if it required a copy of the withdrawal notice to be given to the landlord because of paragraph (6).

draw from this contract by giving a notice (a “withdrawal notice”) to the landlord.

the date on which you intend to cease to be a party to this contract (the “withdrawal date”).

joint contract-holders when you give the withdrawal notice; and a copy of the withdrawal notice must be attached to the withdrawal notice.

joint contract-holders as soon as reasonably practicable; and a copy of the withdrawal notice must be attached to the warning.

on the withdrawal date.

all) of the joint contract-holders when you give the withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.

which is treated as a withdrawal notice.

Withdrawal of a joint contract-h

32. The minimum time period between giving a withdrawal notice and the date specified in the notice is 28 days.

(S)

notice under term 31 is given to the landlord, the date specified in the notice is 28 days.

26 When considering a request that a person be added as a joint contract-holder, the landlord must not unreasonably refuse consent, or (b) consent subject to the conditions set out in Schedule 6 to the Act.

Under section 84 of the Act, a landlord may not (a) unreasonably refuse consent, or (b) consent subject to conditions that are not reasonable in the circumstances. What is reasonable is to be determined having regard to the circumstances.

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Joint contract-holder ceasing to be a party to the contract

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

33.(1) If a joint contract-holder ceases to be a party to this contract for some other reason, the remaining joint contract-holder is—

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

- (a) fully entitled to all the rights and obligations under the contract, and
- (b) liable to perform fully the obligations under the contract.

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

(2) The joint contract-holder is not entitled to any right or obligation under the contract if she ceases to be a party to this contract.

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

(3) Nothing in paragraph (1) or (2) affects any right or obligation that a joint contract-holder accrues under the contract.

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

(4) This term does not apply if a joint contract-holder ceases to be a party to the contract and the rights and obligations under the contract are transferred in writing to another person.

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

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Termination of contract by agreement

Permissible termination etc.(F)

34.(1) This contract may be ended by agreement between the landlord and you with—

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

- (a) the fundamental terms of the contract, or the provisions set out in Part 9 of the Act or other terms included in this contract in accordance with term 81²⁷, or
- (b) any enactment, such as the Law of Frustration Act 1963, or any regulations made by the Welsh Ministers.

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

(2) Nothing in this term affects the law of frustration.

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

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

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

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Termination by agreement(F+)

35.(1) If the landlord and you agree in writing to terminate the contract, this contract ends—

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

27 The fundamental terms of this contract which are set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include—

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

28 The law of frustration would operate where it is impossible to comply with it.

the landlord, or ceases to be a party to this contract, or ceases to be a party to the contract, or ceases to be a party to the contract.

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

in accordance with what you substitute occupation contract is made, immediately before the end of the substitute occupation contract.

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

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

substantially the same) dwelling as the original contract.

A

Repudiatory breach by landlord

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

contract and you give up possession of the dwelling, this contract ends when you give up possession of the dwelling.

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Death of a sole contract-holder

37.(1) If you are the sole contractor under the contract, the contract ends—

ends—

- (a) one month after your death,
- (b) if earlier, when the landlord gives possession to the authorised persons.

your death by the authorised persons.

(2) The authorised persons are—

- (a) your personal representatives,
- (b) the permitted occupiers of the dwelling, acting together.

18 and over (if any) acting together.

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(3) This contract does not end if, at the time of your death, one or more persons are equal tenants of the dwelling.

persons (including persons disqualified to succeed) of the Act.

(4) This contract does not end if, at the time of your death, a court order requires the contract to be transferred to another person.

property order³⁰ has effect which requires the contract to be transferred to another person.

(5) If, after your death, the family home is transferred to a person not qualified to succeed you, the contract ends—

to have effect and there is no person qualified to succeed you, the contract ends—

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

under paragraph (1) of this term.

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29 A repudiatory breach would be a breach of the contract if you, for example due to fraudulent misrepresentation, breach is repudiatory.

is sufficiently serious to justify its immediate termination by the court would decide, if there is a dispute, whether a

30 Section 251 of the Act sets out the meaning of a court order which happens to the family home after divorce, separation or annulment.

may make many types of orders to resolve what happens to the family home after divorce, separation or annulment.

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Contract-holders' obligations

t(S)

38. When you vacate the dwelling

you must—

(a) remove from the dwelling

- (i) to you, or
- (ii) to any permitted occupier,

remain in occupation of the dwelling

(b) return any property belonging to the landlord in the same position that property was in on the occupation date, and

in the same position that property was in on the occupation date

(c) return to the landlord all keys held by you or any permitted occupier during the term of the contract, and return to the landlord any items left behind by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

return to the landlord all keys held by you or any permitted occupier during the term of the contract, and return to the landlord any items left behind by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

Repayment of rent or other consideration

39. The landlord must repay, with interest, any amount paid by you or any permitted occupier in respect of rent or other consideration under this contract that is not due to the landlord on the date on which this contract ends.

repay, with interest, any amount paid by you or any permitted occupier in respect of rent or other consideration under this contract that is not due to the landlord on the date on which this contract ends.

Termination by contract-holder

Early termination by contract-holder

40.(1) You may end this contract

at any time earlier of—

- (a) the landlord giving you a notice under term 76(1), or
- (b) the occupation date.

the landlord giving you a notice under term 76(1), or

(2) To end this contract under term 76(1), you must give a notice to the landlord stating that you are ending the contract.

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

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

- (a) cease to have any liability for rent or other consideration under the contract,
- (b) become entitled to the return of any rent or other consideration given to the landlord in respect of the contract.

cease to have any liability for rent or other consideration under the contract, and become entitled to the return of any rent or other consideration given to the landlord in respect of the contract.

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31 See term 82 regarding the giving of a notice.

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Contract-holder's notice(F+)

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

that you will give up possession of the dwelling on a date specified in the notice.

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

42. The date specified in a notice under term 41 must be at least four weeks after the day on which the notice is given to the landlord.

at least four weeks after the day on which the notice is given to the landlord.

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

(F+)

43.(1) If you give up possession of the dwelling before the date specified in a notice under term 41, this contract ends—

before the date specified in a notice under term 41, this contract ends—

(2) If you give up possession of the dwelling on the date specified in the notice, this contract ends—

on the date specified in the notice, this contract ends—

- (a) on the day on which you give up possession of the dwelling, or
- (b) if an order for possession is made, on the date determined in accordance with term 72.

on the date specified in the notice, this contract ends—

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(3) The notice ceases to have effect if—

the notice ceases to have effect if—

- (a) you withdraw the notice, or
- (b) the landlord does not give you a written acknowledgment in writing before the end of a reasonable period.

the landlord, and the landlord does not give you a written acknowledgment in writing before the end of a reasonable period.

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

(F+)

44. If there are joint contract-holders under this contract, the contract ends if one or more of the joint contract-holders acting with the other joint contract-holders gives notice to the landlord under term 41.

ended by the act of one or more of the joint contract-holders acting with the other joint contract-holders.

Termination by the landlord of a contract-holder's notice

Claims and possession

Possession claims(F)

45. The landlord may make a claim against you ("a possession claim") on the date specified in the notice that you will give up possession of the dwelling on a date specified in the Act which are set out in terms 46 to 48.

of possession of the dwelling from the date specified in the notice that you will give up possession of the dwelling on a date specified in the Act which are set out in terms 46 to 48.

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Possession notices(F+)

46.(1) This term applies in relation to a possession notice which the landlord is required to give to you under this term before making a possession claim—

- (a) term 48 (in relation to a contract-holder);
- (b) term 50 (in relation to a contract-holder);
- (c) term 54 (in relation to a contract-holder);
- (d) term 52 (in relation to a contract-holder).

(2) The notice must (in addition to the notice on which the claim will be made)

- (a) state the landlord's intention to make a possession claim,
- (b) give particulars of the ground on which the landlord intends to make a possession claim,
- (c) state the date after which the landlord intends to make a possession claim.

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Termination by the landlord of a possession claim

Breach of contract(F+)

47.(1) If you breach this contract in a way that amounts to a breach of contract, the landlord may make a possession claim.

(2) Section 209 of the Act provides that a landlord may not make a possession claim on that ground unless it considers it reasonable in the circumstances to do so. This is subject to any provision made in accordance with Schedule 6.

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Restrictions on making a possession claim

48.(1) Before making a possession claim on a ground specified in term 47, the landlord must give you a possession notice.

(2) The landlord may not make a possession claim on a ground specified in term 47 if you have committed a breach of contract in a way that amounts to a breach of contract, unless you have given the landlord a possession notice in accordance with term 47.

(3) The landlord may not make a possession claim on a ground specified in term 47 if you have committed a breach of contract in a way that amounts to a breach of contract, unless you have given the landlord a possession notice in accordance with term 47.

(4) In either case, the landlord may not make a possession claim on a ground specified in term 47 if you have committed a breach of contract in a way that amounts to a breach of contract, unless you have given the landlord a possession notice in accordance with term 47.

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Estate management grounds (F)

49.(1) The landlord may make a possession order on one or more of the estate management grounds.

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

(3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless:

- (a) it considers it reasonable to do so in all the circumstances, and
- (b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with section 210(4) of the Act) 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 an estate management ground (and on any other ground), the landlord must pay to you the reasonable expenses likely to be incurred by you in moving.

(5) Paragraph (4) of this term does not apply to Ground A or B (the redevelopment schemes) or to any other ground.

Restrictions on making a possession order (F+)

50.(1) Before making a possession order on an estate management ground, the landlord must give you a possession notice.

(2) The landlord may not make a possession order on an estate management ground unless:

- (a) before the end of the period specified in the notice, it gives you the possession order, and
- (b) after the end of the period specified in the notice, it does not give you the possession order.

(3) If a redevelopment scheme is carried out in accordance with the conditions of Ground B before the end of the period specified in the notice, the landlord may not make a possession order on an estate management ground.

(4) The landlord may not give you a possession order on an estate management ground G (accommodation not available) unless it gives you a possession notice specifying the ground.

³² Part 2 of Schedule 8 to the Act provides for the inclusion of Ground B of the estate management grounds (set out in the Annex to this contract) in the Standard Occupation Contract – Crown Freehold. FREE.PROP.SOC.02 - Model Written Standard Occupation Contract – Crown Freehold. Copyright 2022.

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management ground, the

with the day on which the landlord g

with that day.

2 of Schedule 8 to the Act³² subject

specifying estate management G

redevelopment schemes for the purposes of Ground

Standard Occupation Contract – Crown

- (a) before the end of the period in the case of joint landlord-act-holder's death, or
- (b) after the end of the period

with the day on which the landlord became aware of the previous contract with that day.

- (5) The landlord may not give notice around H (departing joint landlord-act-holder) after the end of the period act-holder's rights and obligations

specifying a statement of management with the day on which the joint contract ended.

Serious rent arrears (F+)

51.(1) If you are seriously in arrears, the landlord may on that ground make a possession claim.

the landlord may on that ground

(2) You are seriously in arrears

- (a) where the rental period or four weeks, if at least eight weeks' rent is unpaid;
- (b) where the rental period two months' rent is unpaid;
- (c) where the rental period at one quarter's rent is more than three months in arrears;
- (d) where the rental period 5% of the rent is more than three months in arrears.

or four weeks, if at least eight two months' rent is unpaid; at one quarter's rent is more 5% of the rent is more than

(3) Section 216 of the Act provides that you are entitled to possession of the dwelling if it is satisfied that you—

subject to any available defence of possession of the dwelling if it is satisfied

- (a) were seriously in arrears on the day on which the landlord gave you the possession claim;
- (b) are seriously in arrears on the day on which the court hears the possession claim.

the day on which the landlord day on which the court hears

Restrictions on making a possession claim

51 (serious rent arrears) (F+)

52.(1) Before making a possession claim, the landlord must give you a possession notice.

and in term 51, the landlord must

(2) The landlord may not make a possession claim

- (a) before the end of the period in which the landlord gives you the possession notice;
- (b) after the end of the period

beginning with the day on which the ending with that day.

33 "Convention rights" are rights held under the Human Rights Act 1998 (c. 42).
 FREE.PROP.SOC.02 - Model Written Standard Occupation Contract—Crown Copyright 2022.

rights, which were incorporated into domestic law by the Human Rights Act 1998 (c. 42).
 Standard Occupation Contract—Crown



(2) The landlord may not give notice under term 55 to you before the end of the period of six months starting with the date on which the notice was withdrawn, other than in accordance with paragraph (3).

term 55 to you before the end of the period of six months starting with the date on which the notice was withdrawn, other than in accordance with paragraph (3).

(3) The landlord may give notice under term 55 to you during the period of 28 days starting with the day on which the notice was withdrawn.

term 55 to you during the period of 28 days starting with the day on which the notice was withdrawn.

(4) Paragraph (5) applies where—

- (a) a landlord has given a notice under term 55, and
- (b) the period for making a possession claim under term 58 has ended without the landlord making such a claim.

notice under term 55, and the period for making a possession claim under term 58 has ended without the landlord making such a claim.

(5) The landlord may not give notice under term 55 to you before the end of the period of six months starting with the date on which the notice was given, or before the end of which the landlord could have made the claim (see section 217).

notice under term 55 to you before the end of the period of six months starting with the date on which the notice was given, or before the end of which the landlord could have made the claim (see section 217).

Recovery of possession following a possession claim

Term 58(F+)

58.(1) If the landlord gives you notice under term 58 on that ground, the landlord may on that ground make a possession claim against you.

If the landlord gives you notice under term 58 on that ground, the landlord may on that ground make a possession claim against you.

(2) Section 215 of the Act provides that a landlord who has made out a possession claim must make an order for possession. A landlord who has made out a possession claim to avoid a defence based on your compliance with the obligations under section 91 or 92 of the Act (set out in terms 17 and 18) must make an order for possession.

Section 215 of the Act provides that a landlord who has made out a possession claim must make an order for possession. A landlord who has made out a possession claim to avoid a defence based on your compliance with the obligations under section 91 or 92 of the Act (set out in terms 17 and 18) must make an order for possession.

Restriction on making a possession claim

Term 58(F+)

59. The landlord may not make a possession claim against you on that ground in term 58—

the landlord may not make a possession claim against you on that ground in term 58—

- (a) before the date specified in a notice under term 55, or
- (b) after the end of the period of six months starting with that date.

the landlord may not make a possession claim against you on that ground in term 58— (a) before the date specified in a notice under term 55, or (b) after the end of the period of six months starting with that date.

Termination of contract following a possession claim

Term 55(F+)

60.(1) If you give up possession of the dwelling in accordance with a notice under term 55, this contract ends—

before the date specified in a notice under term 55, or after the date specified in the notice.

(2) If you give up possession of the dwelling in accordance with a notice under term 55, this contract ends—

before the date specified in a notice under term 55, or after the date specified in the notice, but in connection with the notice.

- (a) on the day on which you give up possession of the dwelling, or

the day on which you give up possession of the dwelling, or

34 Under section 217 of the Act, a court may refuse to grant an order for possession if the claim is a retaliatory claim. A claim is a retaliatory claim if (a) the claimant is the landlord and the defendant is the tenant, and (b) the claimant has made the possession claim to avoid complying with those obligations.

34 Under section 217 of the Act, a court may refuse to grant an order for possession if the claim is a retaliatory claim. A claim is a retaliatory claim if (a) the claimant is the landlord and the defendant is the tenant, and (b) the claimant has made the possession claim to avoid complying with those obligations.



(b) if an order for possession is made under term 52.

(3) The notice ceases to have effect if—

- (a) the landlord withdraws the notice, or
- (b) before this contract ends, the notice is given in writing in which the notice was given—
 - (i) the landlord withdraws the notice, or
 - (ii) you do not object to the notice.

terminated in accordance with term 7

further notice, or a period of 28 days starting with the day of the giving of the notice to you, and before the end of a reasonable period.

Termination by the landlord giving a landlord's notice

Termination by the landlord giving a landlord's notice

Restrictions on giving notice under term 55 before the first six months of occupation³⁵ (F+)

Restrictions on giving notice under term 55 before the first six months of occupation³⁵ (F+)

61.(1) The landlord may not give notice under term 55 before the end of the period of six months starting with the date of occupation of the dwelling.

61.(1) The landlord may not give notice under term 55 before the end of the period of six months starting with the date of occupation of the dwelling.

(2) If this contract is a substitute occupation contract under term 55 before the end of the period of six months starting with the date of occupation of the original contract.

(2) If this contract is a substitute occupation contract under term 55 before the end of the period of six months starting with the date of occupation of the original contract.

(3) For the purposes of paragraph 61(1), an occupation contract is a substitute occupation contract if—

- (a) an occupation contract is a substitute occupation contract if—
 - (i) the occupation date of the substitute occupation contract, or
 - (ii) immediately before the date of occupation of the dwelling, the landlord under this contract was a landlord under the preceding contract, and
- (b) “original contract” means—
 - (i) where the substitute occupation contract is a substitute occupation contract, the occupation contract which preceded the substitute occupation contract, or
 - (ii) where there have been two or more substitute occupation contracts, the occupation contract which preceded the first substitute occupation contract.

an occupation contract if— immediately after the end of a preceding occupation contract, or immediately before the date of occupation of the dwelling, the landlord under this contract was a landlord under the preceding contract, and

where the substitute occupation contract is a substitute occupation contract, the occupation contract which preceded the substitute occupation contract, or where there have been two or more substitute occupation contracts, the occupation contract which preceded the first substitute occupation contract.

³⁵ This term does not apply if term 55 is not included in Schedule 9 of the Act. FREE.PROP.SOC.02 - Model Written Standard Occupation Contract—Crown Copyright 2022.

³⁵ This term does not apply if term 55 is not included in Schedule 9 of the Act. FREE.PROP.SOC.02 - Model Written Standard Occupation Contract—Crown Copyright 2022.



Restriction on giving notice and failure to provide a valid energy performance certificate (F)

66.(1) The landlord may not give you a notice under this term at a time when the landlord has not complied with regulations 66(1) of the Energy Performance Regulations.

(2) For the purposes of this term, a notice under this paragraph is only valid if it is given to you when the valid energy performance certificate required by this paragraph requires that a new energy performance certificate is given to you when a certificate given to you is no longer valid under the EPB Regulations.

(3) In this term—

“the EPB Regulations” (the Energy Performance of Buildings (England and Wales) Regulations 2012);

“valid energy performance certificate” (the *grifperfformiadynniddilys*) is to be interpreted in accordance with regulations 66(1) to 66(3) of the Energy Performance of Buildings (England and Wales) Regulations 2012.

Restriction on giving notice of requirements (F)

67.(1) The landlord may not give you a notice under this term at a time when security of title required by the landlord in connection with this contract in a form not permitted by term 6 has not been returned to you.

(2) The landlord may not give you a notice under paragraph (1) at a time when any of paragraphs (3) to (5) of this term apply unless—

- (a) a deposit paid in connection with this contract has been returned to you (or any person on whom you have agreed to allow such deduction as may have been agreed, or
- (b) an application to the court under paragraph 2 of Schedule 5 to the Act (38) and has been withdrawn, or settled by agreement between the parties.

(3) This paragraph applies if a notice under paragraph (1) is given to you in connection with this contract but the initial requirements of an assured shorthold tenancy have not been complied with.

(4) This paragraph applies if a notice under paragraph (1) is given to you in connection with this contract but the landlord has not provided you with the information required by term 7(2)(b).

(38) Paragraph 2 of Schedule 5 to the Act allows a court to order a landlord to pay interest on a deposit on certain grounds in relation to the repayment of a deposit.

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(5) This paragraph applies being held in accordance w

nection with this contract is not sit scheme.

Restriction on giving notice deposits under the Renting H

Prohibited payments and holding (Fees etc.) Act 2019 (anaw 2) (F)

68.(1) The landlord may not give

55 at a time when—

- (a) a prohibited payment (within the meaning of section 2 or 3 of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to that payment, and

the Renting Homes (Fees etc.) (Wales) Act 2019 as described in section 2 or 3 of that Act, and

- (b) that prohibited payment has been made.

(2) The landlord may not give

the Renting Homes (Fees etc.) (Wales) Act 2019 as described in section 2 or 3 of that Act, and

- (a) a holding deposit (within the meaning of section 2 of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to that deposit, and

the Renting Homes (Fees etc.) (Wales) Act 2019 as described in section 2 or 3 of that Act, and

- (b) the circumstances are such that the deposit amount is in breach of the requirements of section 2 of the Act.

the Renting Homes (Fees etc.) (Wales) Act 2019 as described in section 2 or 3 of that Act, and

(3) In determining for the purposes of this section whether a holding deposit has been repaid, the period in which it has been repaid shall be determined as follows—

the Renting Homes (Fees etc.) (Wales) Act 2019 as described in section 2 or 3 of that Act, and

- (a) a payment of rent under the contract, and
- (b) a payment required as a condition of the contract.

the Renting Homes (Fees etc.) (Wales) Act 2019 as described in section 2 or 3 of that Act, and

Restriction on giving notice of smoke alarms and carbon monoxide detectors (F)

Failure to ensure that working smoke alarms and carbon monoxide detectors are installed (F)

69. The landlord may not give notice

when—

- (a) the dwelling is treated as being in breach of regulation 5(3) of the Renting Homes (Fees etc.) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and carbon monoxide detectors are installed in a dwelling), and

the Renting Homes (Fees etc.) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide detectors are installed in a dwelling), and

- (b) as a result, the landlord is required to stop the dwelling from being used for human habitation by virtue of that regulation.

the Renting Homes (Fees etc.) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide detectors are installed in a dwelling), and

Restriction on giving notice of electrical condition report etc. (F)

Failure to supply electrical condition report etc. (F)

70. The landlord may not give notice

when—

- (a) the dwelling is treated as being in breach of regulation 6(6) of the Renting Homes (Fees etc.) (Wales) Regulations 2022 (failure to supply electrical condition report, or to give notice of a standard occupation contract—Crown

the Renting Homes (Fees etc.) (Wales) Regulations 2022 (failure to supply electrical condition report, or to give notice of a standard occupation contract—Crown

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the contract-holder su
electrical work), and
(b) as a result, the landlo
stop the dwelling from
of that regulation.

**Restriction on giving notice
report to contract-holder (F)**

71.(1) The landlord may not give
has not complied with regul
Safety Regulations (require
installations).
(2) For the purposes of parag
gulation 36(6) or (7) of the Gas
e provision in question at any ti

- (a) the landlord has ensu
be) there is displayed
applicable gas safety
- (b) that record is valid.

(3) For the purposes of parag
f the period within which the ap
the Gas Safety Regulations, t

(4) In this term—

“check for safety” (“*gwiri*
accordance with regulati
“gas safety record” (“*cof*
the requirements of regul
“Gas Safety Regulation
Safety (Installation and U

Court’s Order for posses

Effect of order for possession (F)

72.(1) If the court makes an ord
on a date specified in the o

- (a) if you give up possession
- (b) if you give up possession
ssion is executed, on the
- (c) if you do not give up posse
cuted, when the order fo

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rt 4 of the Act to take steps to
for human habitation by virtue

Failure to provide gas safety

at a time when the landlord
case may be) (7) of the Gas
play report on safety etc. of gas

llord who has not complied with re
treated as in compliance with th

given, or (as the case may
in the dwelling, a copy of the

safety record is valid until the end o
erecord relates is required, under
check for safety.

a check for safety carried out in
fety Regulations;
ans a record made pursuant to
as Safety Regulations;
gelwch Nwy”) means the Gas

e up possession of the dwelling
—

re that date, on that date,
date but before the order for posse
possession of the dwelling, or
fore the order for possession is exe

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(2) Paragraph (3) of this term may

(a) it is a condition of the order that the same dwelling to one or more

offer a new contract in respect of the same dwelling to one or more persons (but not all of them), and

(b) that joint contract-holders (or sole contract-holders) continue to occupy the dwelling under the new contract.

after the occupation date of the new contract.

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

on the occupation date of the new contract.

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Variation

Variation (F—except 73(1)(a) which is covered by 73(1)(b))

73.(1) This contract may not be varied (except by or on behalf of the Senedd Cymru or an Act of the Welsh Ministers or the Parliament or regulatory authorities)

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(a) in accordance with term 73 and 74 (variation of terms)

(variation of other consideration),

(b) by or as a result of an enactment of the Senedd Cymru or an Act of the Welsh Ministers or the Parliament or regulatory authorities.

of Senedd Cymru or an Act of the Welsh Ministers.

(2) A variation of this contract (other than a variation in accordance with term 75)

(other than a variation in accordance with term 75) must be in accordance with term 75.

Variation of terms other than fundamental terms

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

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additional terms of this contract may be varied (subject to the provisions of this agreement between the landlord and you).

Limitation on variation (F)

75.(1) A fundamental term of this contract (other than a term which may be varied in accordance with paragraph (2) of this term) may not be varied (except by or on behalf of the Senedd Cymru or an Act of the Welsh Ministers or the Parliament or regulatory authorities).

Paragraph (2) of this term may not be varied (except by or on behalf of the Senedd Cymru or an Act of the Welsh Ministers or the Parliament or regulatory authorities).

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

Paragraph (2) of this term may not be varied (except by or on behalf of the Senedd Cymru or an Act of the Welsh Ministers or the Parliament or regulatory authorities).

(a) term 7 (requirement to occupy the dwelling)

(b) term 8 (anti-social behaviour)

(b) term 8 (anti-social behaviour),

(c) term 33 (joint contract-holders (or sole contract-holders) continue to occupy the dwelling under the new contract),

(c) term 33 (joint contract-holders (or sole contract-holders) continue to occupy the dwelling under the new contract),

(d) term 34 (permissible tenancy)

(e) term 37 (death of sole contract-holder)

(f) term 45 (possession of the dwelling)

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- (g) terms 63 to 71 (further 55),
- (h) term 73(1)(b) and (2)
- (i) this term, and
- (j) term 81 (false statements as breach of conduct)

(3) A variation of any other fundamental provision of no effect—

- (a) unless as a result of the variation—
 - (i) the fundamental provision is modified, or
 - (ii) the fundamental provision is incorporated with modification

(b) if the variation (regardless of (3)(a) of this term) would alter a term which incorporates this term applies.

(4) A variation of a term of a standard contract incompatible with a fundamental term in accordance with this term

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

Written statements and the landlord's notice under term 76

Written statements (F+)

76.(1) The landlord must give you a written statement of the period of 14 days starting with—

(2) If there is a change in the identity of the landlord or the contract-holder, the landlord must give the contract-holder a written statement of the period of 14 days starting with—

- (a) the day on which the identity of the landlord or the contract-holder changes, or
- (b) if later, the day on which the identity of one of them becomes known to you if the identity of the contract-holder has changed.

39 Sections 18 and 19 of the Act explain that a contract is a 'standard occupation contract' (with or without modification) if it is a 'standard occupation contract—Crown Copyright 2022.

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landlord's notice under term

to make contract to be treated

by or as a result of an enactment)

is incorporated without

is not incorporated or is incorporated in a way that your position is improved;

paragraph

term incompatible with a fundamental term to which paragraph (2) of this

it would render any term of this contract incompatible with a fundamental term (also vary in accordance with this term).

made by or as a result of an enactment

Information by landlord

of the contract before the end of the period of 14 days starting with—

of the period of 14 days starting with—

holder changes, or in the case of joint landlords, any of the contract-holder has

of the Act which, when incorporated into an occupation contract, is a 'standard occupation contract—Crown

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(2) The compensation is payable from the relevant date until—

- (a) the day on which the liability in question, or
- (b) if earlier, the last day of the 12 months starting with the relevant date.

(3) Interest on the compensation is payable from the day referred to in paragraph (2)(a) or (b) until the day referred to in paragraph (2)(b) of this term, at the rate prevailing under section 6 of the Commercial Debts (Interest) Act 1998 at the end of that day.

(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 Commercial Debts (Interest) Act 1998 at the end of that day.

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

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Inventory(S)

80.(1) The landlord must provide an inventory in relation to the dwelling no later than the date by which the landlord is required to provide you with the written statement of this contract in section 76.

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

(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 to be accurate.

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

- (a) amend the inventory in accordance with the comments and send the amended inventory to you;
- (b) inform you that the copy of the inventory is accurate and re-send the original inventory to you, with a copy of the comments and send a record of the comments to you;
- (c) amend the inventory in accordance with the comments and send the amended inventory to you, with a copy of the comments and send a record of the comments to you.

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Other matters

False statement inducing landlord (F)

to be treated as breach of contract

81.(1) If the landlord is induced by a false statement—

by means of a relevant false

- (a) you are to be treated as in breach of this contract, and
- (b) the landlord may accept a termination claim on the ground in term 47 (breach of contract).

his contract, and
tion claim on the ground in

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

wingly or recklessly by—

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

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Forms of notices etc. (F+)

82.(1) Any notice, statement or document made by this contract must be in writing.

ed or authorised to be given or

(2) Sections 236⁴⁰ and 237 of the Act apply to notices and other documents, and about how notices are to be given to a person by you.

ision about form of notices and other documents, and about how notices are to be given to a person by you.

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Passing notices etc. to the landlord

83. You must—

- (a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord or the tenant generally, and
- (b) as soon as is reasonable return the original copies of any such notices, orders or other documents to the landlord.

ments delivered to the dwelling
owner generally, and
e original copies of any such
dlord.

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⁴⁰ Section 236 of the Act provides for the Welsh language form of a notice or document has been prescribed, these provisions apply. FREE.PROP.SOC.02 - Model Written Standard Occupation Contract—Crown Copyright 2022.

the notice or other document. Where the form of a notice or document has been prescribed, these provisions apply. FREE.PROP.SOC.02 - Model Written Standard Occupation Contract—Crown Copyright 2022.

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ANNEX

See term49

ESTATE MANAGEMENT GROUNDS

REDEVELOPMENT GROUNDS

Ground A (building works)

- 1 The landlord intends, within a period of obtaining possession of the dwelling –
 - (a) to demolish the dwelling or part of the building comprising the dwelling,
 - (b) to carry out building 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 the first condition or the second condition.
 - (2) The first condition is that the area in which the dwelling is situated is an area which is the subject of a redevelopment scheme in accordance with Part 2 of this Schedule, and the landlord intends within a period of obtaining possession to dispose of the dwelling in such an area and the landlord intends within a period of obtaining possession to dispose of that part in accordance with that purpose reasonably requires possession of the dwelling.
 - (3) The second condition is that the landlord intends within a period of obtaining possession to dispose of that part in accordance with that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

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

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41 This Annex replicates the provisions in Part 2 of the Standard Occupation Contract—Crown

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Ground D (dwelling suitable for disabled persons)

- 4 The dwelling has features which are different from those of ordinary dwellings and which are suitable for occupation by a physically disabled person in accommodation of a kind provided by the dwelling and –
 - (a) there is no local authority housing in the dwelling, and
 - (b) the landlord has agreed to let the dwelling for occupation by such a person (whether alone or with other persons of that person's family).

Ground E (housing associations and housing trusts)

- 5 (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether as a tenancy or otherwise) by people who are difficult to house, and –
 - (a) either there is no local authority housing in the dwelling or a local authority housing authority does not have a right to occupy another dwelling under a tenancy or otherwise,
 - (b) the landlord has agreed to let the dwelling for occupation by such a person (whether alone or with other persons of that person's family).
- (2) A person is difficult to house if special 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 a group of dwellings which it is the practice of the landlord to make available only for occupation by persons with special needs and –
 - (a) a social service or other authority has provided in close proximity to the dwelling accommodation for persons with those special needs,
 - (b) there is no local authority housing in the dwelling, and
 - (c) the landlord has agreed to let the dwelling for occupation by a person who has special needs (whether alone or with other members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

- 7 The contract-holder such as a tenant or licensee reserves a right to occupy the dwelling as a reserve successor (see section 73) if the dwelling is more extensively occupied than is required by the contract-holder.

Ground H (joint contract-holders)

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

different from those of ordinary dwellings and which are suitable for occupation by a physically disabled person in accommodation of a kind provided by the dwelling, and

ult to house)

ing trust which makes dwellings available only for occupation (whether as a tenancy or otherwise) by people who are difficult to house, and –

on living in the dwelling or a local authority housing authority does not have a right to occupy another dwelling under a tenancy or otherwise,

for occupation by such a person (whether alone or with other persons of that person's family).

circumstances (other than financial circumstances) make it difficult for him or her to satisfy his or her need for housing.

ings which it is the practice of the landlord to make available only for occupation by persons with special needs and –

rovided in close proximity to the dwelling accommodation for persons with those special needs, there is no local authority housing in the dwelling, and

r occupation by a person who has special needs (whether alone or with other members of his or her family).

n contract under section 73 as a reserve successor (see section 73) if the dwelling is more extensively occupied than is required by the contract-holder.

ond condition are met.

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(2) The first condition is that the contract have been ended in

rights and obligations under the

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

or

(3) The second condition is that

- (a) the accommodation is reasonably required by the contract-holder(s), or
- (b) where the landlord does not meet the landlord's criteria

the dwelling is more extensive than the contract-holder (or contract-holders), or where the landlord, the remaining contract-holders do not) meet the using accommodation.

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OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

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9 (1) This ground arises where the reason that the landlord should

some other substantial estate management reason that the dwelling.

(2) An estate management reason

relate to –

- (a) all or part of the dwelling,
- (b) any other premises connected, whether or not they are used, or in any way

in relation to the dwelling or the purposes for which they are used, or in any way connected, whether or not they are used, or in any way

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