MODEL WRITTEI STANDARD

[Note: This model written state suitable for periodic standard c

- supported standard cont
- introductory standard co
- prohibited standard cont
- periodic standard contra in accordance with secti (Wales) Act 2016("the A
- within Schedule 8A (star months' notice under se 9(standard contracts to v notice may be given) do

This model written statement is <u>Homes (Model Written Stateme</u> terms included in it are those so Some terms may not be change contract-holder's agreement (be contract-holder is improved).

Landlords or agents can use th new periodic standard occupati terms, or the inclusion of addition circumstances and requiremen

Where a landlord or agent is ur term, independent advice shou

can use th



OF A PERIODIC CONTRACT

dard occupation contract is not

the end of a fixed term contract term) of the Renting Homes

an be terminated on two s break clause) or Schedule 175 and 196 (when landlord's

on of Schedule 2 to the <u>Renting</u> <u>s) Regulations 2022.</u> The gulations made under the Act. c omitted or modified with the pere the position of the

ent as the basis for creating a ons or modifications to the eded depending on individual

fication or inclusion of any

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PERIODIC STANDARD OCCU

This is your written statement o Renting Homes (Wales) Act 20 "contract-holder," and the "land

Your landlord must give you a v "occupation date" (the day on w receive a copy of this written sta to receive the written statement occupation date, for each day a has not been provided, the land equivalent to a day's rent, up to was intentional in which case yo

The written statement must cor information that the landlord is and responsibilities and those of landlord must do or are permitted read the terms to ensure you fu sign where indicated to confirm be kept safe as you may need to

The terms of your contract cons

key matters – that is, the address of rent (or other consideration¹) which the rent is payable (e.g.

fundamental terms – these ar as terms of an occupation contr wording in the Act². However, o the landlord agree to do that an

supplementary terms – these Welsh Ministers, which are also contract. However, providing yo changed, either to benefit you o omitted or modified in a way tha fundamental term.

2 Under section 33 of the Act, editorial change that term in any way.

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ct you have made under the tract is between you, as the

of charge, within 14 days of the to move in). If you did not tronically, if you have agreed within 14 days of the e that the written statement ay you compensation, nths' rent (unless the failure irt to increase this amount).

contract and the explanatory he terms set out your rights he things that you and your upation contract). You should content with them and then he written statement should e.

occupation date, the amount i.e. the period in respect of

that are automatically included hanged and must reflect the changed, but only if you and contract-holder.

in regulations made by the as terms of an occupation ee to it, these can be left out or nentary terms cannot be rms incompatible with a

to paying rent such as providing a service to or erm providing they do not change the substance of standard Occupation Contract–Crown

 [&]quot;Other consideration" could include, for exa undertaking work for the landlord.

Where a fundamental or supple be identified in this written state

The terms of your contract may

additional terms – these are p cover any other matter, provide fundamental term or a supplem

Under section 62 of the Consur change to a supplementary terr not binding on you.

An incorrect or incomplete writt you compensation.

Where any changes to this con landlord must provide you with written statement of this contra

Your contract is a periodic stan rental period to the next (typica means that you cannot be evict dwelling.

Before a court makes such an oprocedures have been followed

- (a) you were given at least s you must give up posses months following the occ a notice applied, includir Housing Act 2004 and s
- (b) you have broken one or arrears of rent, engaging and failing to take prope you,
- (c) you are seriously in arre at least two months' ren
- (d) your landlord needs to m under section 160 (estat alternative accommodat takes effect), and it is re

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n left out or changed, this must

u and the landlord, which can /ith a key matter, a

n additional term, or any n the meaning of that Act), is

n the landlord is liable to pay

he start of this contract, the ew term or terms or a new e change being agreed.

eans that it continues from one h or week to week). It also r, unless you abandon the

demonstrate that the correct of the following is satisfied—

er term 55 of this contract) that e was not issued in the first six ther restrictions on the giving of ut in sections 75 and 98 of the g (Wales) Act 2014,

tract (which includes any ur or other prohibited conduct, and it is reasonable to evict

if the rental period is a month,

e estate management grounds s) of the Act applies, suitable pe available when the order

You have important rights as to these require the consent of yo 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 determini in the dwelling.

You can be held responsible fo 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 agency (such as Citizens Advic advisors. Disputes regarding yo county courts.

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







twelling, although some of who lives with you at the ' you die.

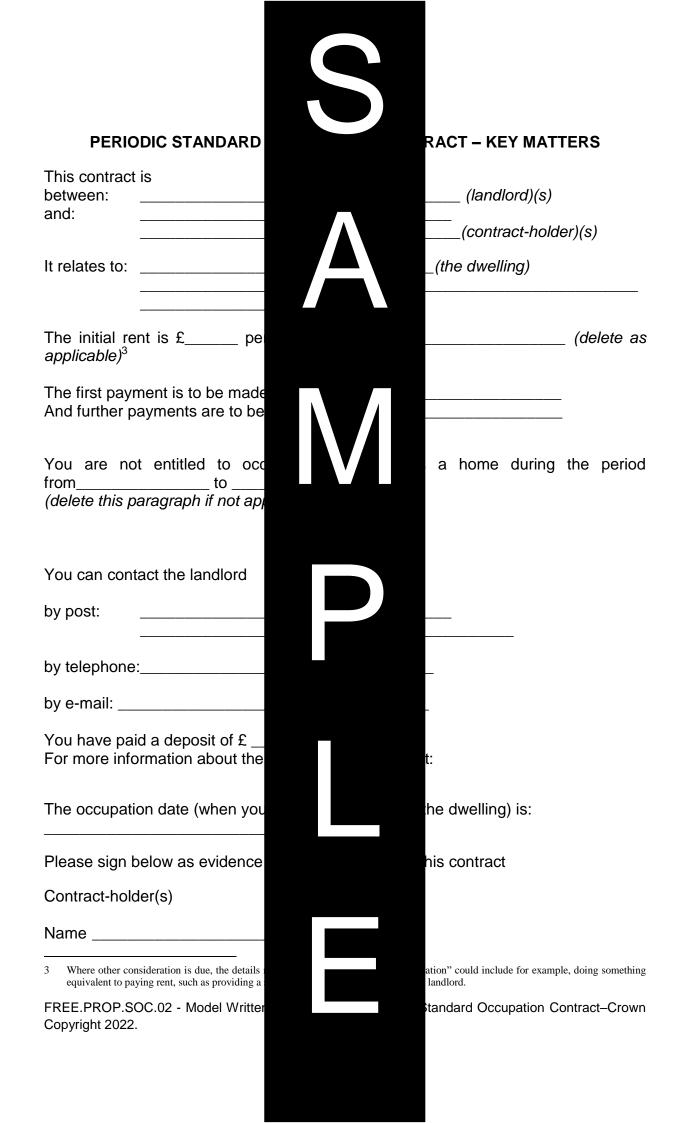
ed by permitting more people of the Housing Act 1985 per of people permitted to live

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

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

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

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Signature_____ Date _____

Name	
Signature_	
Date	
Duito	

Landlord(s)

Name		
Signature		
Date		

Rent Smart Wales

Registration Number_____ (if applicable)

Licence Number_____ (if applicable)



standard Occupation Contract-Crown

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CT – FUNDAMENTAL AND MS

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

ms have (A) added.

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

ally uses "you" instead of "the something belonging to the act-holder's".

m part of the terms of this

4 Under section 33 of the Act, editorial change that term in any way.

PERIODIC STANDARD OC

The fundamental and suppleme

Part. Fundamental terms that c added after the term sub-headi

changed have (F+) added. Sup

Where additional terms are i

Where any fundamental or s

contract or otherwise change term has been struck through a

Where a term is referring to the contract-holder". Similarly wher

contract-holder, it usually uses

[Where footnotes are include

contract, but have been include

SU

FREE.PROP.SOC.02 - Model Writter Copyright 2022. erm providing they do not change the substance of

	C	
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ANNEX

TERMS

Rent and other charges

Receiptofrentorotherconside

1. Within 14 days of a request receipt of any rent or other

Periodswhenthedwellingisun

You are not required to pay the dwelling is unfit for hum

Rightofsetoff⁷ (F+)

 If the landlord is liable to pa may set off that liability aga

Variationofrent⁹ (F+)

- (1) The landlord may vary t notice setting out a new rer
 - (2)

Theperiodbetweenthedayou notbelessthantwomonths.

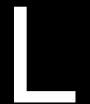
- (3) Subjecttothat—
 - (a) the first notice may sp
 - (b) subsequent notices m after the last date on v

Variationofotherconsideratio

- 5 "Other consideration" could include for exa undertaking work for the landlord.
- 6 When determining whether a dwelling is fit f regulations made under section 94 of the Act v 7 This term only applies to contract and or which
- This term only applies to contracts under whic
 The "right of set off" means that if a landlord written statement of the contract, the contract.
- Act sets out all the circumstances in which a l calculated. 9 This term only applies to contracts under whic

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must provide you with written provided under the contract.

h(S)

day or part day during which

nder section 87 of the Act, you

this contract by giving you a date specified in the notice.

toyouandthespecifieddatemay

h is not less than one year ffect.

o paying rent, such as providing a service to or

had to the matters and circumstances set out in the ernment's website.

mpensation for things such as a failure to provide a of the outstanding compensation. Section 87 of the sation and way in which that compensation is to be

- 5. (1) Where consideration of amount of consideration ma
 - (a) byagreementbetween(b) bythelandlordinaccord

(2) Thelandlordmaygiveyou fectonthedatespecifiedinthe

(3) Theperiodbetweentheda maynotbelessthantwomont

- (4) Subjecttothat—
 - (a) the first notice may sp
 - (b) subsequent notices m after the last date on v

Deposit

Form of security (F+)

- The landlord may not required any form other than—
 - (a) money, or
 - (b) aguarantee.

Requirementtouseadeposits

 (1) If you pay a deposit und your behalf), the deposit mi deposit scheme¹¹.

(2) Beforetheendoftheperio thelandlordmust—

- (a) complywiththeinitialre
- (b) giveyou(andanyperso mation.
- This term only applies to contracts under whic
 Information about authorised deposit scheme website.

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A







under this contract, the

to(4)ofthisterm.

amountofconsiderationtotakeef

ventoyouandthespecifieddate

h is not less than one year consideration took effect.

des a deposit) to be given in

ther person pays a deposit on ordance with an authorised

nedayonwhichthedepositispaid,

seddepositscheme,and tonyourbehalf)therequiredinfor

able. ation" can be found on the Welsh Government's

(3) Therequiredinformationi ersinregulationsinaccordan

- (a) the authorised deposi
- (b) the landlord's complia
- (c) theoperationofChapte udingyourrights(andth lf)inrelationtothedepos

Prohibited conduct

Anti-social behaviour and oth

- 8.(1) You must not engage or the nuisance or annoyance to a
 - (a) toliveinthedwellingsub
 - (b) toliveinadwellingoroth iscontract.

(2) Youmustnotengageorth rannoyancetoapersonenga

- (a) inthedwellingsubjectto
- (b) inthelocalityofthatdwe
- (3) Youmustnotengageorth
 - (a) capableofcausingnuis
 - (i) thelandlord,or
 - (ii) aperson(whetherorn xerciseofthelandlord
 - (b) thatisdirectlyorindirect unctions.

(4) Youmaynotuseorthreate ommonparts¹³andanyother ses.

(5) Youmustnot, by any actor

S

ybespecifiedbytheWelshMinist ct,relatingto—

, irements of the scheme, and ositsandDepositSchemes),incl phaspaidthedepositonyourbeha

t¹² (F)

nduct capable of causing whatever description)—

localityofthedwellingsubjecttoth

uctcapableofcausingnuisanceo

uct—

rd)actinginconnectionwiththee functions,and

andlord'shousingmanagementf

ecttothiscontract,includinganyc ngthedwelling,forcriminalpurpo

excessive noise, verbal abuse and physical assault. chological, emotional or financial abuse). ng and (b) any other premises (including any other in common with others. tandard Occupation Contract–Crown

Behaviour which potentially breaches these te Prohibited conduct may also include domestic
 The common parts of a dwelling are (a) any parts

dwelling) which the contract-holder is entitled FREE.PROP.SOC.02 - Model Writter Copyright 2022.

- (a) allow,inciteorencourac mentionedinparagrap
- (b) allow,inciteorencouraç m.

Control of the dwelling

Use of the dwelling by the co

 You must not carry on or per landlord's consent.

Permitted occupiers who are

You may permit persons whether dwelling as a home.

Right to occupy without inter

- 11.(1)The landlord may not, by occupy the dwelling.
 - (2) The landlord does not ir reasonably exercising the landlord does not in the landlord does no

(3) Thelandlorddoesnotinte retocomplywithrepairingobl

- (4) Thelandlordistobetreate
 - (a) acts on behalf of the la
 - (b) has an interest in the interest,

interferes with your right by

Landlord's right to enter the

- 12.(1) The landlord may enter t of—
 - (a) inspecting its condition
- 14 Section 244(3) and (4) of the Act provide that occupies the dwelling falls within paragraph (live in a dwelling as a lodger if he or she is occupation contract.
- Section 59(3) of the Act provides that a "sub-h
 Section 100(2) of the Act states that "Repairin renew, construct or replace any property, and include a landlord's obligations under sectio contract.

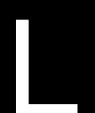
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ginorvisitingthedwellingtoactas

ss at the dwelling without the

olders (S) sub-holders¹⁵ to live in the

llord (F+)

terfere with your right to

to occupy the dwelling by his contract.

upythedwellingbecauseofafailu ingofsection100(2)oftheAct¹⁶).

hyourrightifapersonwho-

at is superior to the landlord's

sion.

+)

onable time for the purpose

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

er the sub-occupation contract.

bair (or keep or deliver up in repair), or to maintain, g fit for human habitation however expressed, and f the Act are reflected in terms 20 and 21 of this

- (b) carrying out works or set out terms 20 and 2
- (2) Thelandlordmustgiveatle
- (3) Paragraph(4) of this terma
 - (a) thedwellingformsparto
 - (b) inordertocomplywithth carryoutworksorrepair

(4) Thelandlordisnotliablefo 1ifthelandlorddoesnothaves ocarryouttheworksorrepairs ableefforttodoso.

Landlord'srighttoenterthedw

13.(1) In circumstances where responsibility in accordance dwelling at any reasonable fixtures and fittings or other

(2) But the landlord must gi dwelling.

Landlord's right to enter the

14.(1) In the event of an emerg the dwelling without notice, dwelling.

> (2) If you do not provide ac without your permission.

(3) Ifthelandlordentersthed dlordmustuseallreasonable gassoonasreasonablypract

(4) Forthepurposesofparag

- (a) something which required in the vicinity from bein and
- (b) something which if no imminent risk the heal dwelling or other pers

FREE.PROP.SOC.02 - Model Writter Copyright 2022. to comply with the obligations

ubeforeexercisingthatright.

ms20and21thelandlordneedsto lding.

obligationsunderterms20and2 therpartofthebuildingtobeablet nsuchrightsaftermakingareason

esandfittings(S)

en the repairs that are your B), the landlord may enter the carrying out repairs to the ntory, or replacing them.

s' notice before entering the

es (S)

he landlord needing to enter llord immediate access to the

andlord may enter the dwelling

hparagraph(2)ofthisterm,thelan thattheyhaveenteredthedwellin

ergencyincludes—

vent the dwelling or dwellings further damaged or destroyed,

ord immediately, would put at ny permitted occupier of the dwelling.







Care of the dwelling – co

Duty to take care of the dwell

- 15. Youarenotliableforfairweara ellingbutmust—
 - (a) take proper care of the any items listed in any
 - (b) not remove any fixture the dwelling without th
 - (c) keep the dwelling in a
 - (d) not keep anything in t you, any permitted oc persons residing in the

Duty to notify landlord of def

 16.(1) You must notify the land defect, damage or disrepair responsibility.

(2) Where you reasonably the fixtures and fittings or it responsibility, you must, wir such fixtures and fittings or

(3) Thecircumstancesinwhi defect, damageordisrepairh amountingtoalackofcare¹⁸b lling.

Care of the dwelling – lar

Landlord's obligation: fitness

17.(1) The landlord must ensur

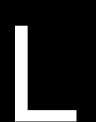
Section 244(5) of the Act provides that a persolve in the dwelling as a lodger or sub-holder the contract-holder to live in the dwelling as a
 Section 96(3) of the Act defines "lack of care"

- of a building, of the common parts that you ar
- 19 When determining whether a dwelling is fit f regulations made under section 94 of the Act,

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ponsibilities

ofixturesandfittingswithinthedw

fittings within the dwelling and

ems listed in any inventory from ord, corative order, and be a health and safety risk to

isiting the dwelling or any

ably practicable of any fault, believe is the landlord's

efect, damage or disrepair to tory is not the landlord's d of time, carry out repairs to y inventory, or replace them.

mappliesincludewherethefault, nlybecauseofanactoromission pieroranypersonvisitingthedwe

s

h (F+)

for human habitation¹⁹—

ng subject to an occupation contract if (a) he or she he is not a lodger or sub-holder but is permitted by

the dwelling, or (b) if the dwelling forms part only contract.

had to the matters and circumstances set out in the vernment's website.

(a) on the occupation dat(b) for the duration of this

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

Landlord's obligation to keep

18.(1) The landlord must—

- (a) keep in repair the stru gutters and external p
- (b) keep in repair and pro dwelling.
- (2) If the dwelling forms par
 - (a) keep in repair the stru (including drains, gutt estate or interest, and
 - (b) keep in repair and pro or indirectly serves the (i) formspartofanyparto
 - (i) isourcedbythelendler
 - (ii) isownedbythelandlor

(3) Thestandardofrepairreq asonablehavingregardtothe ichthedwellingislikelytobeav

(4) Inthiscontract, "servicein orelectricity, forsanitation, fo

Further landlord obligations

19.(1) The landlord must make carried out in order to comp 18.

(2) The landlord may not im enforcing or relying on the l

Limits on landlord obligation

20.(1) Term 17(1) does not imp dwelling which the landlord expense.

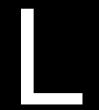
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of this term includes, if the and exterior of the building

F+)

e dwelling (including drains,

service installations in the

landlord must-

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

rvice installation which directly ither andlordhasanestateorinterest,o

scontrol.

nd(2)ofthistermisthatwhichisre dwelling,andtheperiodduringwh ahome.

allationforthesupplyofwater,gas tingwater.

and 18 (F+)

sed by works and repairs bligations under terms 17 and

you in the event of you nder terms 17 and 18.

17 and 18: General (F+)

landlord in respect of a nan habitation at reasonable

- (2) Thelandlord'sobligations
 - (a) to keep in repair anyth dwelling, or
 - (b) to rebuild or reinstate destruction or damage

(3) Ifthedwellingformspartor and18(2)donotrequirethelar whichthelandlordhasanesta antcause.

(4) Relevantcausesforthepu (2)(b)and(3)ofthisterm,arefi

(5) Term18(2)doesnotrequi airorfailuretokeepinproperw

- (a) the dwelling, or
- (b) the common parts tha

Limits on landlord obligation fault (F+)

21.(1) Term 17(1) does not imp for human habitation wholly an act or omission amounti the dwelling.

> (2) The landlord is not oblig the disrepair, or the failure wholly or mainly attributable dwelling.

> (3) "Lackofcare" meansafail

- (a) of the dwelling, or
- (b) if the dwelling forms p are entitled to use und

Limits on landlord obligation

22.(1) The landlord's obligation do not arise until the landlo becomes aware that works

(2) The landlord complies v term 18(1) and (2) if the lan FREE.PROP.SOC.02 - Model Writter Copyright 2022. 8(1)donotrequirethelandlord—

led to remove from the

t of it, in the case of

ord'sobligationunderterms17(1) ateanyotherpartofthebuildingin ofdestructionordamagebyarelev

evitableaccident.

tworksorrepairsunlessthedisrep enjoymentof—

e under this contract.

17 and 18: contract-holder's

landlord if the dwelling is unfit an act or omission (including ou or a permitted occupier of

to carry out works or repairs if to be in working order, is or a permitted occupier of the

f the common parts that you

17 and 18: notice (F+)

nd under term 18(1) and (2) nt landlords, any one of them) ry.

er term 17(1)(b) and under ecessary works or repairs tandard Occupation Contract–Crown









within a reasonable time af they are necessary.

- (3) If—
 - (a) the landlord (the "old I dwelling to another pe
 - (b) the old landlord (or whe landlord, any one of the works or repairs are n or (2),

the new landlord is to be t works or repairs on the da

Rights of permitted occupier

23.(1) A permitted occupier²⁰ w personal property, as a res may enforce the term in qu in respect of the injury, loss

> (2) But a permitted occupie the lodger is allowed to live made, in accordance with t

Making changes to the d

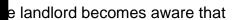
Changes to the dwelling (S)

- 24.(1) You must not make any landlord.
 - (2) Forthepurposesofparag
 - (a) any addition to or alte
 - (b) the erection of an aeri
 - (c) the erection, removal structures in the dwell
- 20 Section 244(5) of the Act provides that a pers lives in the dwelling as a lodger or sub-holder the contract-holder to live in the dwelling as a
- 21 Section 244(3) and (4) of the Act provide that occupies the dwelling falls within paragraph 6 live in a dwelling as a lodger if he or she is occupation contract.
- Section 59(3) of the Act provides that a "sub-h
 Section 59(2) of the Act provides that a "su
- contract-holder under an occupation contract, FREE.PROP.SOC.02 - Model Writter

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old landlord's interest in the d"), and ns jointly constitute the old le date of the transfer that mply with term 17(1) or 18(1)

vare of the need for those not before.

ury, or loss of or damage to g to comply with term 17 or 18, right by bringing proceedings

ub-holder²² may do so only if sub-occupation contract²³ is

g without the consent of the

ation"includes —

d fittings in the dwelling,

o sheds, garages or any other

ng subject to an occupation contract if (a) he or she he is not a lodger or sub-holder but is permitted by

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

er the sub-occupation contract.

tion contract (a) made with a landlord who is the he dwelling to which that contract relates. tandard Occupation Contract–Crown

(d) the carrying out of ext

Changes to the provision of u

- 25.(1) You may change any of
 - (a) electricity, gas or othe
 - (b) telephone, internet, ca

(2) Youmustinformthelandle epursuanttoparagraph(1)of

- (3) Unlessthelandlordconse
 - (a) leave the dwelling at t gas or other fuel (if ap unless these utilities v date;
 - (b) install or remove, or a service installations a

(4) For the purposes of para installations" means an inst other fuel (if applicable) for

Security and safety of the responsibilities

Security of the dwelling - une

 If you become aware that the more consecutive days, you practicable.

Security of the dwelling - un

27.(1) You must take reasonab

(2) You may change any lo provided that any such cha place.

(3) If any change made und being needed to access the the landlord as soon as rea available to the landlord a v

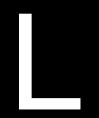
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dwelling.

g (S)

elling of—

g sewerage) services; te television services.

/practicableofanychangesmad

without a supplier of electricity, uding sewerage) services, dwelling on the occupation

d or removed, any specified

m, "specified service of water, gas, electricity or eating or for heatingwater.

t-holder's

r will be unoccupied for 28 or rd as soon as reasonably

dwelling is secure.

ternal doors of the dwelling ecurity than that previously in

s term results in a new key f the dwelling, you must notify any change and make v key.

Creating a sub-tenancy d taking out a mortgage

Permissible forms of dealing

- 28.(1) You may not deal with th except-
 - (a) in a way permitted by
 - (b) in accordance with a f

(2) Ajointcontractholdermaynotdealwithhisor ntract, the dwelling or any part

(a) in a way permitted by (b) in accordance with a f

(3) Ifyoudoanythinginbreac holderdoesanythinginbreac

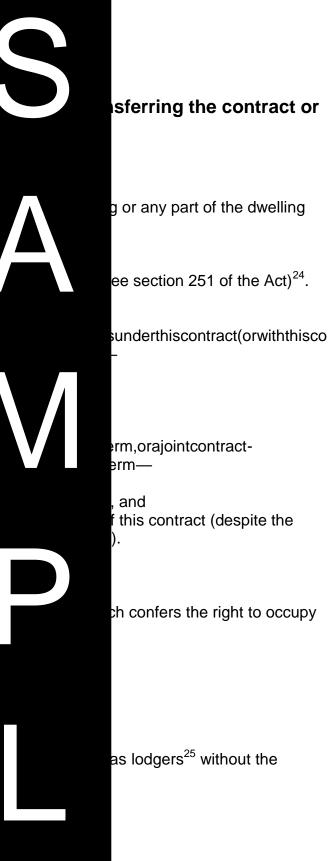
- (a) the transaction is not
- (b) you or a joint contract transaction not being
- (4) "Dealing" includes—
 - (a) creating a tenancy, or the dwelling;
 - (b) transferring;
 - (c) mortgaging or otherwi

Permittinglodgers(S)

29. You must not allow persons landlord's consent.

occupies the dwelling falls within paragraph (live in a dwelling as a lodger if he or she is occupation contract.

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oses of this term. Courts may make many types of

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

²⁴ Section 251 of the Act sets out the meaning of orders to resolve what happens to the family h 25 Section 244(3) and (4) of the Act provide that

Provisions about joint co

Addingajointcontract-holder(

30.(1) You, as the contract-hold the consent of the landlord contract.

(2) Ifapersonismadeajointco holderunderthisterm,heorsh gationsofacontractholderunderthiscontractfror holder.

Withdrawalofajointcontract-h

31.(1) If you are a joint contract giving a notice (a "withdraw

(2) The withdrawal notice n be a party to this contract (

(3) Youmustgiveawrittenwa holderswhenyougivethewitt oticemustbeattachedtothew

(4) Thelandlordmustgiveaw
 holdersassoonasreasonabl
 ce;andacopyofthewithdrawa

(5) Youwillceasetobeaparty

(6) Anoticegiventothelandlo holdersthatpurportstobeand holder'snoticetoendcontrac edinthenoticeistobetreateda

(7) Paragraph(3)ofthistermoticebecauseofparagraph(6)

Withdrawalofajointcontract-h

32. Theminimumtimeperiodbet andlord, and the datespecifie

26 When considering a request that a person b unreasonably refuse consent, or (b) consent su to Schedule 6 to the Act.

FREE.PROP.SOC.02 - Model Writter Copyright 2022. and another person may, with oint contract-holder under this

herightsandsubjecttoalltheobli

ebecomesajointcontract-

raw from this contract by rd.

which you intend to cease to

tractlord;andacopyofthewithdrawaln

rjointcontractdlordreceivesthewithdrawalnoti dtothewarning.

drawaldate.

all)ofthejointcontractact-Irawalnotice,andthedatespecifi

vhichistreatedasawithdrawalno

(S)

oticeunderterm31isgiventothel th.

er section 84 of the Act, a landlord may not (a) hat is reasonable is to be determined having regard



Jointcontract-holderceasingt

- 33.(1) If a joint contract-holder this contract for some other the remaining joint contract
 - (a) fully entitled to all the
 - (b) liable to perform fully contract.

(2) Thejointcontractholderisnotentitledtoanyrigh sheceasestobeapartytothis

(3) Nothinginparagraph(1)o ejointcontract-holderaccruir

(4) Thistermdoesnotapplyw holderceasestobeapartytoth hiscontractaretransferredin

Termination of contract -

Permissibleterminationetc.(F

34.(1)This contract may be end

- (a) the fundamental terms provisions set out in P contract in accordance term 81²⁷, or
- (b) any enactment, such a regulations made by t
- (2) Nothinginthistermaffects
 - (a) any right of the landlo(b) the operation of the la

Terminationbyagreement(F+)

35.(1) If the landlord and you a

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t–survivorship(F)

, or ceases to be a party to he or she ceases to be a party

ct, and o the landlord under this

ninrespectoftheperiodafterheor

anyrightorwaivesanyliabilityofth stobeapartytothiscontract.

rherrightsandobligationsundert tract.

with—

incorporate fundamental er terms included in this terms34 to 37, 40 to 72 and

mru or an Act of Parliament or

rescind this contract, or

ct, this contract ends—

et out in Part 9 of the Act or other terms included in . to a circumstance rendering it impossible to comply standard Occupation Contract–Crown







²⁷ The fundamental terms of this contract which this contract in accordance with Part 9, include28 The law of frustration would operate where fo with it.

- (a) when you give up pos agree with the landlor
- (b) if you do not give up p made, immediately be contract.
- (2) Anoccupationcontractis
 - (a) it is made in respect o original contract, and(b) you were also the con

Repudiatorybreachbylandlor

36. If the landlord commits a re possession of the dwelling give up possession of the c

Deathofasolecontract-holder

- 37.(1) If you are the sole contra
 - (a) one month after your
 - (b) if earlier, when the lar persons.
 - (2) Theauthorisedpersonsa
 - (a) your personal represe
 - (b) the permitted occupie together.

(3) Thiscontractdoesnotend ,oneormorepersonsarequal

(4) Thiscontractdoesnotend equiresthecontracttobetran

(5) If,afteryourdeath,thefam onqualifiedtosucceedyou,th

- (a) when the order cease(b) if later, at the time this
- 29 A repudiatory breach would a breach of the c you,for example due to fraudulent misrepreser breach is repudiatory.
- 30 Section 251 of the Act sets out the meaning happens to the family home after divorce, sepa FREE.PROP.SOC.02 - Model Writter Copyright 2022.

in accordance with what you

itute occupation contract is te of the substitute occupation











tially the same) dwelling as the

original contract.

ntract and you give up , this contract ends when you

ends—

your death by the authorised

18 and over (if any) acting

onsqualifiedtosucceed)oftheAct

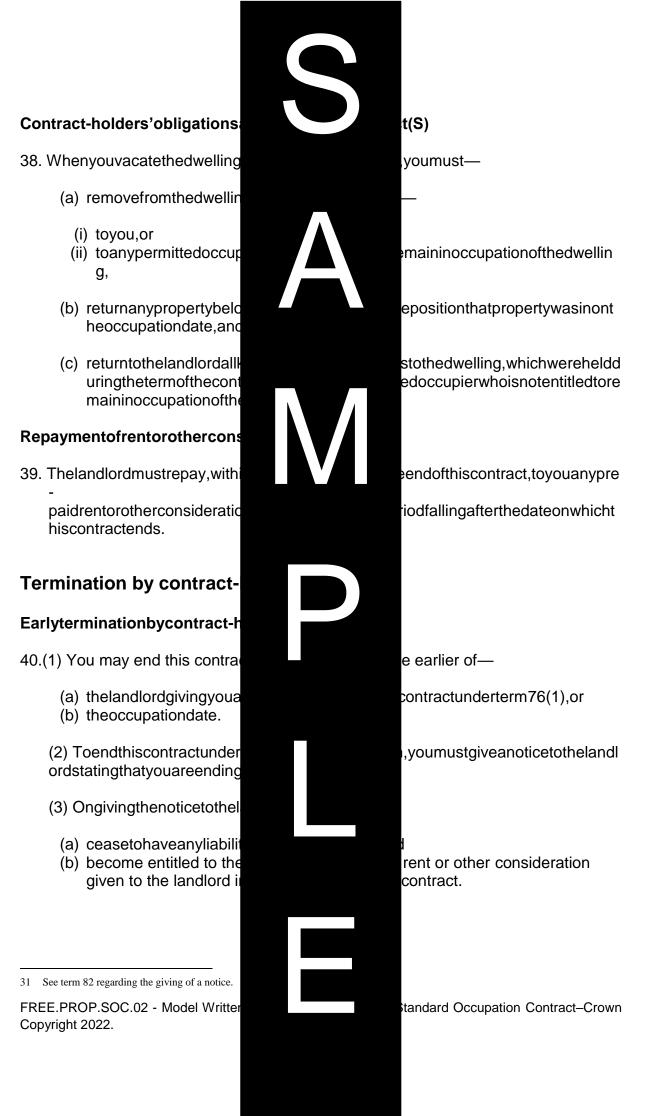
ropertyorder³⁰haseffectwhichr

tohaveeffectandthereisnopers

der paragraph (1) of this term.

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

may make many types of orders to resolve what



Contract-holder'snotice(F+)

41. Youmayendthiscontractbyg hedwellingonadatespecified

Contract-holder'snotice:mini

42. Thedatespecifiedinanoticeu nwhichthenoticeisgiventoth

Terminationofcontractoncont

- 43.(1) If you give up possession notice under term 41, this of
 - (2) Ifyougiveuppossessiond e,thiscontractends—
 - (a) on the day on which y
 - (b) if an order for possess with term 72.
 - (3) Thenoticeceasestohave
 - (a) you withdraw the notic
 - (b) the landlord does not reasonable period.

Terminationofthecontractwith

 If there are joint contractholders under this contract, th int contract-holders acting with holders.

Termination by the landle notices

Possessionclaims(F)

45. Thelandlordmaymakeaclain you("apossessionclaim")on theActwhicharesetoutintern

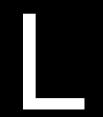
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natyouwillgiveuppossessionoft

essthanfourweeksafterthedayo

+)

before the date specified in a te specified in a

tebutinconnectionwiththenotic

of the dwelling, or te determined in accordance

actends—

he landlord, and I in writing before the end of a

\$(F+)

edbytheactofoneormoreofthejo act-holderorjointcontract-

aims and possession

ofpossessionofthedwellingfrom toutinChapters3and5ofPart9of

Possessionnotices(F+)

46.(1) This term applies in relat required to give to you und possession claim—

- (a) term 48 (in relation to
- (b) term 50 (in relation to
- (c) term 54 (in relation to
- (d) term 52 (in relation to

(2) Thenoticemust(inadditio

- (a) statethelandlord'sinter
- (b) giveparticularsofthegr
- (c) statethedateafterwhic

Termination by the landle claim

Breachofcontract(F+)

47.(1) If you breach this contract possession claim.

(2) Section209oftheActprov thatgroundunlessitconsider inedinaccordancewithSche

Restrictionsonmakingaposse

48.(1) Before making a posses give you a possession notic

(2) Thelandlordmaymakear socialbehaviourandotherprovesyouapossessionnotices

(3) Thelandlordmaynotmak mofthiscontractbeforetheen elandlordgivesyouaposses

(4) Ineithercase, the landlord dofsixmonthsstarting with the

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tice which the landlord is erms before making a

(a contract-holder); ounds); ice);

donwhichtheclaimwillbemade)

nclaim, sion,and keapossessionclaim.

aking a possession

that ground make a

tmakeanorderforpossessionon dreasonablenessistobedeterm

oabreachofcontract(F+)

d in term 47, the landlord must

iceonabreachofterm9(antiterthedayonwhichthelandlordgi term.

lianceonabreachofanyotherter thstartingwiththedayonwhichth reachofthatterm.

ionclaimaftertheendoftheperio dgivesyouthepossessionnotice

Estatemanagementgrounds(F

49.(1) The landlord may make management grounds.

(2) Theestatemanagement reincludedintheAnnextothis

(3) Section210oftheActprov anestatemanagementgrour

- (a) itconsidersitreasonabl dancewithSchedule10
- (b) itissatisfiedthatsuitable minedinaccordancewi bletoyouwhentheorde

(4) If the court makes a norder oother ground), the landlord ny tobe incurred by you in movin

(5) Paragraph(4)ofthistermo GroundAorB(theredevelopr nootherground).

Restrictionsonmakingaposse ds)(F+)

50.(1) Before making a posses landlord must give you a po

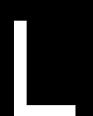
- (2) Thelandlordmaynotmak
 - (a) before the end of the per ive syouthe possession
 - (b) aftertheendoftheperio

(3) Ifaredevelopmentschem toconditions,thelandlordma entGroundBbeforethecondi

(4) Thelandlordmaynotgive roundG(accommodationno

one of the formation of







one or more of the estate

tinPart1ofSchedule8totheAct)a

tmakeanorderforpossessionon

enessistobedeterminedinaccor

ation(whatissuitableistobedeter isavailabletoyou(orwillbeavaila

atemanagementground(andonn altothereasonableexpenseslikel

nakesanorderforpossessionon temanagementgrounds(andon

49(estatemanagementgroun

management ground, the ying that ground.

viththedayonwhichthelandlordg

ththatday.

2ofSchedule8totheAct³²subject oticespecifyingestatemanagem

pecifyingestatemanagementG

redevelopment schemes for the purposes of Ground tandard Occupation Contract–Crown

³² Part 2 of Schedule 8 to the Act provides for th B of the estate management grounds (set out in FREE.PROP.SOC.02 - Model Writter Copyright 2022.

- (a) beforetheendoftheper orinthecaseofjointland act-holder'sdeath,or
- (b) aftertheendoftheperio

(5) Thelandlordmaynotgive roundH(departingjointcontra holder)aftertheendoftheperi act-holder'srightsandobliga

Seriousrentarrears(F+)

- 51.(1) If you are seriously in arr make a possession claim.(2) Youareseriouslyinarrear
 - (a) where the rental perio weeks' rent is unpaid;
 - (b) where the rental perio
 - (c) where the rental perio than three months in a
 - (d) where the rental perio three months in arrea

(3) Section216oftheActprov asedonyourConventionrigh iedthatyou—

- (a) were seriously in arrea
- (b) are seriously in arrear the possession claim.

Restrictionsonmakingaposse

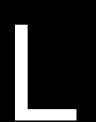
- 52.(1) Before making a possess give you a possession notic
 - (2) The landlord may not m
 - (a) before the end of the landlord gives you the(b) after the end of the period













withthedayonwhichthelandlord(cameawareofthepreviouscontr

gwiththatday.

specifyingestatemanagementG

viththedayonwhichthejointcontrended.

landlord may on that ground

or four weeks, if at least eight

two months' rent is unpaid; t one quarter's rent is more

5% of the rent is more than

ubjecttoanyavailabledefenceb ssessionofthedwellingifitissatisf

e day on which the landlord

day on which the court hears

51(seriousrentarrears)(F+)

d in term 51, the landlord must

ng with the day on which the ting with that day.

hts, which were incorporated into domestic law by standard Occupation Contract–Crown

 ^{33 &}quot;Convention rights" are rights held under the the Human Right Act 1998 (c. 42).
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Recoveryofpossessiononthe holder'snotice)(F+)

53.(1) If you fail to give up poss notice under term 41, the la

> (2) Section212oftheActprov mustmakeanorderforposse donyourConventionrights).

Restrictionsonmakingaposse

54.(1) Before making a possess give you a possession notic

(2) Thelandlordmaymaketh givesyouthepossessionnoti

(3) Butthelandlordmaynotm onthsstartingwiththatday.

(4) Thelandlordmaynotgive ertheendoftheperiodoftwom m41asthedateonwhichyouv

Termination by the landle

Landlord'snotice(F+)

55. Thelandlordmayendthiscon fthedwellingonadatespecifie

Minimumnoticeperiod(F+)

56. Thedatespecifiedinanynotic hedayonwhichthenoticeisgi

Restrictionsongivingfurthern

- 57.(1) Paragraphs (2) and (3) a
 - (a) a landlord has given y
 - (b) the landlord has subs

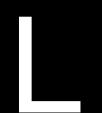
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hunderterm41(contract-

on the date specified in a und make a possession claim.

sfiedthatthegroundismadeout,it jecttoanyavailabledefencebase

157(F+)

d in term 53 the landlord must

afterthedayonwhichthelandlord

haftertheendoftheperiodofsixm

pecifyingthegroundinterm53aft tespecifiedinthenoticeunderter ofthedwelling.

ice

hatyoumustgiveuppossessiono

ynotbelessthansixmonthsaftert

ndlord'snotice)(F+)

55 ("the first notice"), and notice (see term 60(3)).

(2) Thelandlordmaynotgive iodofsixmonthsstartingwitht accordancewithparagraph(

(3) Thelandlordmaygiveone sstartingwiththedayonwhich

(4) Paragraph(5)applieswh

- (a) a landlord has given a
- (b) the period for making ended without the land

(5) Thelandlordmaynotgive iodofsixmonthsstartingwitht couldhavemadetheclaim(se

Recoveryofpossessionfollow

58.(1) If the landlord gives you ground make a possession

(2) Section215oftheActprov mustmakeanorderforposse rypossessionclaimstoavoid abledefencebasedonyourC

Restrictiononmakingaposses

59. Thelandlordmaynotmakeap

- (a) beforethedatespecifie(b) aftertheendoftheperiod
- (b) altermeendomepeno

Terminationofcontractfollowi

60.(1) If you give up possessior notice under term 55, this c

(2) Ifyougiveuppossessiond e,thiscontractends—

(a) onthedayonwhichyou

34 Under section 217 of the Act, a court may ref claim. A claim is a retaliatory claim if (a) the 92, of the Act (set out in terms 17 and 18) a complying with those obligations.

FREE.PROP.SOC.02 - Model Writter Copyright 2022. n55toyoubeforetheendoftheper oticewaswithdrawn,otherthanin

5toyouduringtheperiodof28day

ce under term 55, and the ground in term 58 has aim.

n55toyoubeforetheendoftheper eforetheendofwhichthelandlord









rterm55(F+)

the landlord may on that

sfiedthatthegroundismadeout,it esssection217oftheAct(retaliato applies³⁴(andsubjecttoanyavail

58(F+)

oundinterm58—

landlordtoyouunderterm55,or iththatdate.

term55(F+)

before the date specified in a te specified in a

tebutinconnectionwiththenotic

dwelling,or

if the court considers that the claim is a retaliatory d on the landlord's obligations under section 91 or landlord has made the possession claim to avoid

- (b) ifanorderforpossessio 2.
- (3) Thenoticeceasestohave
 - (a) thelandlordwithdrawst
 - (b) beforethiscontractend nwhichthenoticewasgi
 - (i) thelandlordwithdraws
 - (ii) youdonotobjecttothe

Termination by the landle notice

Restrictionsongivingnoticeur sixmonthsofoccupation³⁵ (F+

61.(1) The landlord may not giv six months starting with the

(2) If this contractis as ubstitute under term 55 before the end of the original contract.

- (3) Forthepurposesofparag
 - (a) anoccupationcontracti(i) theoccupationdateof
 - ccupationcontract, (ii) immediatelybeforeth holderunderthiscontr
 - holderunderthiscontr holderundertheprece ordundertheprecedir
 - (iii) thiscontractrelatesto ingcontract,and
 - (b) "originalcontract" mear
 - (i) wherethesubstituteo telyaftertheendofaco upationcontractwhich
 - (ii) wheretherehavebeer oncontractwhichpred



A









erminedinaccordancewithterm7

urthernotice,or eriodof28daysstartingwithdayo

ernoticetoyou,and pretheendofareasonableperiod.

n giving a landlord's

ynotbegivenuntilafterthefirst

before the end of the period of s contract.

elandlordmaynotgivesuchnotic sstartingwiththeoccupationdate

contractif atelyaftertheendofaprecedingo

ontractacontract-

ordunderthiscontractwasalandl

vthesame)dwellingasthepreced

hoccupationdatefallingimmedia ituteoccupationcontract,theocc occupationcontract; ccupationcontracts,theoccupati ituteoccupationcontracts.

in Schedule 9 of the Act. tandard Occupation Contract–Crown

³⁵ This term does not apply if term 55 is not inco FREE.PROP.SOC.02 - Model Writter Copyright 2022.

Restrictionongivingnoticeun

62.(1) Paragraph (2) of this terr

- (a) thelandlord(havinggiv onthegroundinterm58
- (b) thecourthasrefusedtor imtobearetaliatoryclai

(2) Thelandlordmaynotgive iodofsixmonthsstartingwitht ession.

Furtherrestrictionsongivingn failuretoprovidewrittenstatem

63. The landlord may not give r

- (a) you have not been giv 76(1) (requirement to or
- (b) thelandlordisawaretha holderhaschanged,an holderhasnotbeengive

Restrictionongivingnoticeun

 64. Ifthelandlordhasfailedtocom mentofcontract),thelandlord onthsstartingwiththedayonv oyou.

Restrictionongivingnoticeun failuretoprovideinformational

65. Thelandlordmaynotgivenoti danoticeinaccordancewithth ytoprovideinformationabout

- 36 Section 217 of the Act permits the court to retaliatory claim to avoid obligations in relatio
- 37 Restrictions on giving notice under term 55 m multiple occupation) or section 44 of the Hous

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taliatorypossessionclaim(F+)

155)hasmadeapossessionclaim

sionbecauseitconsideredthecla

n55toyoubeforetheendoftheper refusedtomakeanorderforposs

a time when-

of the contract under term ent at the start of a contract)³⁷,

ct-

econtractunderterm76(2).

onofwrittenstatement(F)

)(thedutytoprovidewrittenstate rterm55duringtheperiodofsixm writtenstatementofthiscontractt

whenthelandlordhasnotprovide deinformationunderterm78(dut

sion if it considers that the possession claim is a the dwelling in repair under terms 17 and 18. 5 of the Housing Act 2004 (in relation to houses of nregistered or unlicensed landlords).







Restrictionongivingnoticeun failuretoprovideavalidenergy

66.(1) The landlord may not giv has not complied with regu

> (2) For the purposes of this performance certificate was new energy performance co you in compliance with that validundertheEPBRegulation

(3) Inthisterm—

"the EPB Regulations" (of Buildings (England an

"valid energy performan be interpreted in accorda

Restriction on giving notice requirements (F)

67.(1) The landlord may not giv required by the landlord in o by term 6 has not been retu

> (2) Thelandlordmaynotgive o(5)ofthistermapplyunless-

- (a) adepositpaidinconnec onwhopaidthedeposite vebeenagreed,or
- (b) anapplicationtothecou otheAct(38)andhasbe agreementbetweenthe

(3) Thisparagraphappliesifa heinitialrequirementsofanau

(4) This paragraph applies contract but the landlord ha 7(2)(b).

(38) Paragraph 2 of Schedule 5 to the Act allows an deposit.

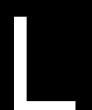
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e(F)

at a time when the landlord Regulations.

r when the valid energy this paragraph requires that a u when a certificate given to e

heans the Energy Performance 2012;

grifperfformiadynniddilys") is to ulations.

ach of security and deposit

at a time when security tract in a form not permitted whom it was given.

timewhenanyofparagraphs(3)t

beenreturnedtoyou(oranypers llorwithsuchdeductionasmayha

underparagraph2ofSchedule5t ntycourt,withdrawn,orsettledby

connectionwiththiscontractbutt ehavenotbeencompliedwith.

aid in connection with this rmation required by term

certain grounds in relation to the repayment of a

(5) This paragraph applies being held in accordance w

Restriction on giving notice deposits under the Renting H

68.(1) The landlord may not giv

- (a) aprohibitedpayment(w)Act2019)hasbeenma hatAct,and
- (b) thatprohibitedpaymen
- (2) Thelandlordmaynotgive
 - (a) aholdingdeposit(withir 2019)paidinrelationtot
 - (b) thecircumstancesares oftherequirementsofS

(3) Indeterminingforthepurp deposithasbeenrepaid,thep heextent(ifany)thatithasbee

- (a) apaymentofrentunder
- (b) apaymentrequiredass

Restriction on giving notice smoke alarms and carbon me

- 69. Thelandlordmaynotgivenoti
 - (a) the dwelling is treated
 5(3) of the Renting Ho
 Regulations 2022 (fail certain circumstances and
 - (b) as a result, the landlo stop the dwelling from of that regulation.

Restriction on giving notic condition report etc. (F)

- 70. Thelandlordmaynotgivenoti
 - (a) the dwelling is treated 6(6) of the Renting Ho Regulations 2022 (fail

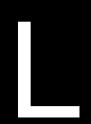
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nection with this contract is not sit scheme.

ibited payments and holding les) Act 2019 (anaw 2) (F)

55 at a time when—

entingHomes(Feesetc.)(Wales ctasdescribedinsection2or3oft

ngHomes(Feesetc.)(Wales)Act repaid,and aythedepositamountstoabreach

aprohibitedpaymentoraholding treatedashavingbeenrepaidtot prbothofthefollowing—

ontract.

llure to ensure that working stalled (F)

when—

pitation by virtue of regulation an Habitation) (Wales) king smoke alarms and, in rms are installed in a dwelling),

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

failure to supply electrical

when—

itation by virtue of regulation an Habitation) (Wales) cal condition report, or to give tandard Occupation Contract–Crown 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 giv has not complied with regul Safety Regulations (require installations).

(2) Forthepurposesofparag gulation36(6)or(7)oftheGas eprovisioninquestionatanyt

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

(3) Forthepurposesofparag ftheperiodwithinwhichtheap theGasSafetyRegulations,t

(4) Inthisterm-

"check for safety" ("*gwiri* accordance with regulati "gas safety record" ("*cof* the requirements of regu "Gas Safety Regulatior Safety (Installation and L

Court's Order for posses

Effectoforderforpossession(F

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

- (a) ifyougiveuppossessio
- (b) ifyougiveuppossession ssionisexecuted,onthe
- (c) ifyoudonotgiveupposs cuted, when the order fo

FREE.PROP.SOC.02 - Model Writter Copyright 2022. onfirmation of certain other

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

ailure to provide gas safety

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

llordwhohasnotcompliedwithre etreatedasincompliancewithth

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

safetyrecordisvaliduntiltheendo erecordrelatesisrequired,under heckforsafety.

a check for safety carried out in fety Regulations; ans a record made pursuant to as Safety Regulations; *gelwchNwy*") means the Gas

e up possession of the dwelling

rethatdate,onthatdate, datebutbeforetheorderforposse possessionofthedwelling,or oretheorderforpossessionisexe











- (2) Paragraph(3) of this terma
 - (a) itisaconditionoftheord samedwellingtooneor
 - (b) thatjointcontract-holde holders)continuestood wcontract.
- (3) Thiscontractendsimmed

Variation

Variation(F-except73(1)(a)wh

73.(1) This contract may not be

- (a) inaccordancewithterm and 74(variationoftern
- (b) byorasaresultofanena Parliament or regulati

(2) Avariationofthiscontract ordancewithterm75.

Variation of terms other than

 The fundamental terms, sur contract may be varied (sub and you.

Limitationonvariation(F)

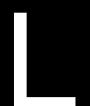
- 75.(1) A fundamental term of th not be varied (except by or Senedd Cymru or an Act of Ministers).
 - (2) Thefundamentaltermsto
 - (a) term 7 (requirement to
 - (b) term 8 (anti-social bel
 - (c) term 33 (joint contract contract),
 - (d) term 34 (permissible t
 - (e) term 37 (death of sole
 - (f) term 45 (possession of

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fferanewcontractinrespectofthe ers(butnotallofthem),and

aftertheoccupationdateofthene

iondateofthenewcontract.

iationofotherconsideration),

of Senedd Cymru or an Act of Ministers.

tofanyenactment)mustbeinacc

additional terms of this eement between the landlord

aragraph (2) of this term may ment such as an Act of ons made by the Welsh

istermappliesare-

bited conduct), party to the occupation

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

(3) Avariationofanyotherfun isofnoeffect—

- (a) unlessasaresultofthev
 - (i) thefundamentalprovi modification,or
 - (ii) thefundamentalprovi corporatedwithmodif
- (b) ifthevariation(regardle (3)(a)ofthisterm)would ntaltermwhichincorpoi termapplies.

(4) Avariationofatermofased ontractincompatiblewithafu dinaccordancewiththistermi

(5) Paragraph(4)ofthistermoment.

Written statements and t

Writtenstatements(F+)

76.(1) The landlord must give y of the period of 14 days sta

(2) Ifthereisachangeintheide holder,thelandlordmustgive holderawrittenstatementoft th—

- (a) the day on which the
- (b) if later, the day on whi one of them) becomes changed.













andlord's notice under term

o make contract to be treated

nbyorasaresultofanenactment)

prporatesisincorporatedwithout

ooratesisnotincorporatedorisin isisthatyourpositionisimproved;

aragraph termincompatiblewithafundame isiontowhichparagraph(2)ofthis

tifitwouldrenderanytermofthisc hatfundamentaltermisalsovarie heincompatibility).

nmadebyorasaresultofanenact

ormation by landlord

of the contract before the end on date.

oftheperiodof14daysstartingwi

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

ons of the Act which, when incorporated into an s". tandard Occupation Contract–Crown

³⁹ Sections 18 and 19 of the Act explain that occupation contract (with or without modifical FREE.PROP.SOC.02 - Model Writter Copyright 2022.

(3) Thelandlordmaynotchar 1)or(2)ofthisterm.

- (4) Youmayrequestafurther
- (5) Thelandlordmaychargea
- (6) Thelandlordmustgiveyou 14daysstartingwith—
 - (a) the day of the request
 - (b) if the landlord charges

Writtenstatementofvariation(

- 77.(1) If this contract is varied t period, give you—
 - (a) awrittenstatementofth(b) awrittenstatementofth
 - unless the landlord has give (variation of rent), or term 5

(2) Therelevantperiodisther svaried.

(3) Thelandlordmaynotchar 1) of thisterm.

Provisionofinformationbylan

78.(1) The landlord must, befor occupation date, give you r documents that are intende

> (2) If there is a change in the ide of the period of 14 days starting rd, give you notice of the chang ments that are intended for the

> (3) Iftheaddresstowhichyou nges,thelandlordmust,befor chtheaddresschanges,give

Compensationforbreachofter

79.(1) If the landlord fails to cor liable to pay you compensa FREE.PROP.SOC.02 - Model Writter Copyright 2022.













ttenstatementunderparagraph(

ontractatanytime.

dingafurtherwrittenstatement.

nentbeforetheendoftheperiodof

h you pay the fee.

e the end of the relevant

varied,

n in accordance with term 4 other consideration).

viththedayonwhichthiscontracti

ttenstatementunderparagraph(

d(F+)

of 14 days starting with the which you may send

ewlandlordmust,beforetheend newlandlordbecomesthelandlo resstowhichyoumaysenddocu

atareintendedforthelandlordcha 4daysstartingwiththedayonwhi ress.

under term 66, the landlord is of the Act. tandard Occupation Contract–Crown (2) Thecompensationispaya evantdateuntil—

- (a) the day on which the
- (b) if earlier, the last day date.

(3) Interestonthecompensa beforethedayreferredtoinpa

(4) Theintereststartstorunor eprevailingundersection6of attheendofthatday.

(5) Therelevantdateisthefirs equiredtogivethenotice.

Inventory(S)

80.(1) The landlord must provid later than the date by which statement of this contract ir

(2) Theinventorymustsetou dmustdescribetheirconditio

(3) Ifyoudisagreewiththeinfo othelandlord.

(4) Wherenocommentsarer medaccurate.

(5) Wherecommentsarerec

- (a) amend the inventory i amended inventory to
- (b) inform you that the co inventory to you, with
- (c) amend the inventory i the amended inventor which have not been a

FREE.PROP.SOC.02 - Model Writter Copyright 2022. antdateandeverydayaftertherel

e in question, or nths starting with the relevant

ordfailstogiveyouthenoticeonor n.

agraph(2)(b)ofthisterm,attherat mercialDebts(Interest)Act1998

heendofwhichthelandlordwasr

y in relation to the dwelling no vide you with the written 76.

includingallfixturesandfittingsan e.

tory,youmayprovidecommentst

ithin14days,theinventoryisdee

in14days,thelandlordmusteithe

e comments and send the

and re-send the original to a copy of the inventory, or e of the comments and send a record of the comments

Other matters

Falsestatementinducinglandl (F)

- 81.(1) If the landlord is induced statement—
 - (a) you are to be treated
 - (b) the landlord may acco term 47 (breach of co
 - (2) Arelevantfalsestatemen
 - (a) you, or
 - (b) another person acting

Formsofnoticesetc.(F+)

82.(1) Any notice, statement or made by this contract must

(2) Sections236⁴⁰and237of erdocuments, and about how sedtobegiven to a person by o

Passingnoticesetc.totheland

- 83. Youmust-
 - (a) keep safe any notices addressed to the land
 - (b) as soon as is reasona notices, orders or othe

nduced







betreatedasbreachofconduct

y means of a relevant false

is contract, and sion claim on the ground in

winglyorrecklesslyby-

ed or authorised to be given or

isionaboutformofnoticesandoth /eadocumentrequiredorauthori

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

40 Section 236 of the Act provides for the Wels notice or document has been prescribed, these FREE.PROP.SOC.02 - Model Writter Copyright 2022. he notice or other document. Where the form of a nment's website. tandard Occupation Contract–Crown ANNEX See term49

ESTATE MANAGEMENT GRO

REDEVELOPMENT GROUNDS

Ground A (building works)

1 The landlord intends, dwelling –

(a) to demolish comprising the d(b) to carry out dwelling,

Ground B (redevelopment schemes)

2 (1) This ground arises condition.

(2) The first condition redevelopment scheme the landlord intends wit the dwelling in accordar

and cannot reasonably d

(3) The second conditi landlord intends within that part in accordance possession of the dwelli

SPECIAL ACCOMMODATION GRO

Ground C (charities)

3 (1) The landlord is a cha dwelling would conflict

> (2) But this ground is contract was made and a (whether L or another pe

> (3) In this paragraph " (c. 25) (see section 1 of th

e of obtaining possession of the ng or part of the building on land treated as part of the pssession of the dwelling.

the first condition or the second

an area which is the subject of a with Part 2 of this Schedule, and obtaining possession to dispose of

velling is in such an area and the ptaining possession to dispose of that purpose reasonably requires

der's continued occupation of the arity.

llord ("L") unless, at the time the person in the position of landlord

aning as in the Charities Act 2011

amendments as appropriate in relation to a secure trandard Occupation Contract–Crown

 ⁴¹ This Annex replicates the provisions in Part contract.
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S

Ground D (dwelling suitable for disal

- 4 The dwelling has feature dwellings and which a physically disabled pers the dwelling and –
 - (a) there is no l
 - (b) the landlord (whether alone o

Ground E (housing associations and

5 (1) The landlord is a hor available only for occupation (wh house, and –

> (a) either there housing authorit dwelling under a

(b) the landlor (whether alone o

(2) A person is difficult t circumstances) make it e for housing.

Ground F (groups of dwellings for pe

6 The dwelling constitutes landlord to make availal

(a) a social serv group of dwellin

(b) there is no l dwelling, and

(c) the landlord those special nee

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

7 The contract-holder suc reservesuccessor (see sec dwelling is more extensi

Ground H (joint contract-holders)

8 (1) This ground arises if the f

FREE.PROP.SOC.02 - Model Writter Copyright 2022. different from those of ordinary it suitable for occupation by a modation of a kind provided by

ig in the dwelling, and r occupation by such a person erson's family).

ult to house)

sing trust which makes dwellings

rs) by people who are difficult to

on living in the dwelling or a local t-holder a right to occupy another

for occupation by such a person erson's family).

ircumstances (other than financial n or her to satisfy his or her need

ings which it is the practice of the sons with special needs and –

rovided in close proximity to the ons with those special needs,

e special needs living in the

r occupation by a person who has n members of his or her family).

n contract under section 73 as a accommodation comprised in the uired by the contract-holder.

ond condition are met.

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

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

(3) The second condition is t

(a) the accomm is reasonably re holders), or

(b) where the la holder does not landlord's criteri

OTHER ESTATE MANAGEMENT R

Ground I (other estate management r

- 9 (1) This ground arises wh management reason that the landlord shou
 - (2) An estate management re
 - (a) all or part o
 - (b) any other connected, wheth are used, or in ar

rights and obligations under the

or

e dwelling is more extensive than ng contract-holder (or contract-

landlord, the remaining contractntract-holders do not) meet the 1sing accommodation.

some other substantial estate re dwelling.

elate to –

ord to which the dwelling is y or the purposes for which they

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