

# MODEL WRITTEI STANDARD

[Note: This model written statel 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 see 9(standard contracts to vertice may be given) do

This model written statement is Homes (Model Written Statement 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 the new periodic standard occupate terms, or the inclusion of additional circumstances and requirements.

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

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 Renting s) Regulations 2022. The gulations made under the Act. omitted or modified with the nere the position of the

nent 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 vioccupation date" (the day on with receive a copy of this 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 ye

The written statement must cor information that the landlord is and responsibilities and those clandlord must do or are permittered 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 consideration<sup>1</sup>) which the rent is payable (e.g. v

fundamental terms – these ar as terms of an occupation conti wording in the Act<sup>2</sup>. However, of the landlord agree to do that an

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

1 "Other consideration" could include, for exundertaking work for the landlord.

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

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# – EXPLANATORY

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 stronically, if you have agreed within 14 days of the e that the written statement ay you compensation, onths' rent (unless the failure of the increase this amount).

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

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

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.

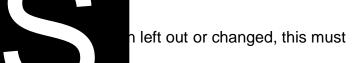
Where any changes to this con landlord must provide you with written statement of this contract

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 seem you must give up possess months following the occar a notice applied, including Housing Act 2004 and seem you.
- (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' rent
- (d) your landlord needs to meed under section 160 (estate alternative accommodate takes effect), and it is re

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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

ne start of this contract, the w term or terms or a new change being agreed.

eans that it continues from one n or week to week). It also er, 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 be 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 determining 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 Advicadvisors. 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 dwelling, 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

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

/ 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

is	
nt is £ pe	
nent is to be made ayments are to be	
entitled to occ to aragraph if not app	
act the landlord	
d a deposit of £ _ rmation about the	
on date (when you	
elow as evidence	
er(s)	
	ent is £ perment is to be made ayments are to be entitled to occur to aragraph if not appeared a deposit of £ rmation about the end date (when you elow as evidence er(s)

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# S

# RACT - KEY MATTERS

(landlord)(s)		
(contract-holder)	(s)	
_(the dwelling)		
		_
(	delete	as
·		

a home during the period

\_\_\_\_

4.

he dwelling) is:

his contract

ation" could include for example, doing something landlord.

Where other consideration is due, the details equivalent to paying rent, such as providing a

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 OC SU

The fundamental and supplemental Fundamental terms that can added after the term sub-heading changed have **(F+)** added. Supplemental and supplemental supplemental and supplemental supplemental and supplemental supplemental supplemental supplemental supplemental supplemental 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

# CT – FUNDAMENTAL AND MS

ure contract are set out in this contract or changed 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.

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erm providing they do not change the substance of

# Contents

Rent and other charges
Deposit
Prohibited conduct
Control of the dwelling
Care of the dwelling – contract-
Care of the dwelling – landlord'
Making changes to the dwelling
Security and safety of the dwell
Creating a sub-tenancy or sub- mortgage
Provisions about joint contract-
Termination of contract – gener
Termination by contract-holder
Termination by the landlord: po
Termination by the landlord: gro
Termination by the landlord: lar
Termination by the landlord: res
Court's Order for possession
Variation
Written statements and the pro-
Other matters
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	9
	10
	11
	12
S S	14
	14
	17
esponsibilities	18
e contract or taking out a	19
	20
	21
	23
ossession notices	24
session claim	25
	28
ndlord's notice	30
	34
	35
landlord	36
	39
ndard Occupation Contract -	Crown

# **TERMS**

# Rent and other charges

## Receiptofrentorotherconside

 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

# Rightofsetoff<sup>7</sup> (F+)

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

# Variationofrent<sup>9</sup> (F+)

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

Theperiodbetweenthedayor 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 contracts under whic 8 The "right of set off" means that if a landlord
- 8 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 PROP.SOC.02 - Model Written Sta Copyright 2022.



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.

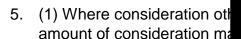
toyouandthespecifieddatemay

h is not less than one year ffect.

o paying rent, such as providing a service to or

nad 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



- (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 requi any form other than—
  - (a) money, or
  - (b) aguarantee.

#### Requirementtouseadeposits

- (1) If you pay a deposit und your behalf), the deposit me deposit scheme<sup>11</sup>.
  - (2) Beforetheendoftheperio thelandlordmust—
    - (a) complywiththeinitialre
    - (b) giveyou(andanyperso mation.

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

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ıble.

ation" can be found on the Welsh Government's

This term only applies to contracts under which
 Information about authorised deposit scheme

website.

PPOP SOC 02 - Model Written Sta

- (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 ommonparts 13 and any other ses.
  - (5) Youmustnot, by any actor

ybespecifiedbytheWelshMinist ct,relatingto—

irements of the scheme, and ositsandDepositSchemes),inclohaspaidthedepositonyourbeha

:t<sup>12</sup> (F)

nduct capable of causing whatever description)—

localityofthedwellingsubjecttoth

uctcapableofcausingnuisanceo

uct—

rd)actinginconnectionwiththee functions,and

andlord'shousingmanagementf

ecttothiscontract,includinganyc ngthedwelling,forcriminalpurpo

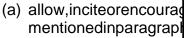
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excessive noise, verbal abuse and physical assault. *y*chological, emotional or financial abuse).

ng and (b) any other premises (including any other in common with others.

<sup>12</sup> Behaviour which potentially breaches these to Prohibited conduct may also include domestic

<sup>13</sup> The common parts of a dwelling are (a) any part of the contract-holder is entitled PROP.SOC.02 - Model Written Sta



(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 whe dwelling as a home.

# Right to occupy without inter

- 11.(1)The landlord may not, by occupy the dwelling.
  - (2) The landlord does not in reasonably exercising the landlord does not in
  - (3) Thelandlorddoesnotinte retocomplywithrepairingoble
  - (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

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A

ss at the dwelling without the

olders (S)

sub-holders<sup>15</sup> to live in the

llord (F+)

terfere with your right to

o occupy the dwelling by his contract.

upythedwellingbecauseofafailu ingofsection100(2)oftheAct<sup>16</sup>).

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 lation shared with landlord). But a person does not chedule 2 that his or her tenancy or licence is an

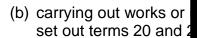
er the sub-occupation contract.

pair (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

<sup>14</sup> Section 244(3) and (4) of the Act provide that occupies the dwelling falls within paragraph of live in a dwelling as a lodger if he or she is occupation contract.

Section 59(3) of the Act provides that a "sub-l
 Section 100(2) of the Act states that "Repairin

renew, construct or replace any property, and include a landlord's obligations under section contract.



- (2) Thelandlordmustgiveatle
- (3) Paragraph(4)ofthisterma
  - (a) thedwellingformspartd
  - (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 regul in the vicinity from bei and
    - (b) something which if no imminent risk the heal dwelling or other pers

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to comply with the obligations

ubeforeexercisingthatright.

ms20and21thelandlordneedsto lding.

obligationsunderterms20and2 therpartofthebuildingtobeablet hsuchrightsaftermakingareason

# 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

nergencyincludes—

vent the dwelling or dwellings further damaged or destroyed,

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

# Care of the dwelling - co

# Duty to take care of the dwell

- 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 the you, any permitted oc persons residing in the

# Duty to notify landlord of def

- You must notify the landled defect, damage or disrepair responsibility.
  - (2) Where you reasonably the fixtures and fittings or it responsibility, you must, wire such fixtures and fittings or
  - (3) Thecircumstancesinwhich defect, damageordisrepair hamounting to a lack of care 18 b lling.

# Care of the dwelling - lar

# Landlord's obligation: fitness

17.(1) The landlord must ensur

17 Section 244(5) of the Act provides that a perslives in the dwelling as a lodger or sub-holder the contract-holder to live in the dwelling as a

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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 risiting 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 ly inventory, or replace them.

rmappliesincludewherethefault, nlybecauseofanactoromission pieroranypersonvisitingthedwe

S

ի (F+)

for human habitation<sup>19</sup>—

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 ernment's website.

<sup>18</sup> Section 96(3) of the Act defines "lack of care' of a building, of the common parts that you are

<sup>19</sup> When determining whether a dwelling is fit f regulations made under section 94 of the Act,



- (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, gutte estate or interest, and
    - (b) keep in repair and pro or indirectly serves the
      - (i) formspartofanypartor
      - (ii) isownedbythelandlor
  - (3) Thestandardofrepairreq asonablehavingregardtothe ichthedwellingislikelytobeav
  - (4) Inthiscontract, "servicein orelectricity, for sanitation, fo

#### **Further landlord obligations**

- 19.(1) The landlord must make carried out in order to comp 18.
  - (2) The landlord may not in 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,andtheperiodduringwhahome.

allationforthesupplyofwater,gas ingwater.

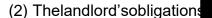
and 18 (F+)

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 man habitation at reasonable



- (a) to keep in repair anyth dwelling, or
- (b) to rebuild or reinstate destruction or damage
- (3) Ifthedwellingformspartor and 18(2) donotrequire the lar which the landlord has a nesta ant cause.
- (4) Relevantcausesfortheput (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 of wholly or mainly attributable dwelling.
  - (3) "Lackofcare" means a fail
    - (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 w term 18(1) and (2) if the lan PROP.SOC.02 - Model Written Sta Copyright 2022.

8(1)donotrequirethelandlord—

tled 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+)

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

er term 17(1)(b) and under ecessary works or repairs endard 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 what landlord, any one of the works or repairs are nor (2),

the new landlord is to be tworks or repairs on the da

# Rights of permitted occupiers

- 23.(1) A permitted occupier<sup>20</sup> w personal property, as a res may enforce the term in que 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) Forthepurposesofparagi
    - (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

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e landlord becomes aware that

old landlord's interest in the d"), and ns jointly constitute the old e 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-holder<sup>22</sup> may do so only if sub-occupation contract<sup>23</sup> is



g without the consent of the

ation"includes —

d fittings in the dwelling,

to 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 lation shared with landlord). But a person does not schedule 2 that his or her tenancy or licence is an

er the sub-occupation contract.

ion contract (a) made with a landlord who is the he dwelling to which that contract relates.

<sup>21</sup> Section 244(3) and (4) of the Act provide that occupies the dwelling falls within paragraph of live in a dwelling as a lodger if he or she is occupation contract.

<sup>22</sup> Section 59(3) of the Act provides that a "sub-l

<sup>23</sup> Section 59(2) of the Act provides that a "su contract-holder under an occupation contract,

(d) the carrying out of ext

# Changes to the provision of the

- 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 at
  - (4) For the purposes of parinstallations" means an inst other fuel (if applicable) for

# Security and safety of the responsibilities

## Security of the dwelling – und

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

## Security of the dwelling - und

- 27.(1) You must take reasonab
  - (2) You may change any lo provided that any such chaplace.
  - (3) If any change made und being needed to access the the landlord as soon as rea available to the landlord as

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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

welling 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 o 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,thedwellingoranypart
    - (a) in a way permitted by
    - (b) in accordance with a f
  - (3) Ifyoudoanythinginbreach holderdoesanythinginbreach
    - (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.

sferring the contract or

g or any part of the dwelling

ee section 251 of the  $Act)^{24}$ .

sunderthiscontract(orwiththisco

rm,orajointcontracterm—

and this contract (despite the

ch confers the right to occupy

as lodgers<sup>25</sup> without the

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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 lation shared with landlord). But a person does not schedule 2 that his or her tenancy or licence is an

<sup>24</sup> Section 251 of the Act sets out the meaning o orders to resolve what happens to the family h

<sup>25</sup> Section 244(3) and (4) of the Act provide that occupies the dwelling falls within paragraph of live in a dwelling as a lodger if he or she is occupation contract.

# Provisions about joint co

## Addingajointcontract-holder(

- 30.(1) You, as the contract-hold the consent of the landlord contract.
  - (2) Ifapersonismadeajointed holderunderthisterm, heorsh gationsofacontract-holderunderthiscontractfron holder.

# Withdrawalofajointcontract-h

- 31.(1) If you are a joint contract giving a notice (a "withdraw
  - (2) The withdrawal notice notice a party to this contract (
  - (3) Youmustgiveawrittenwa holderswhenyougivethewith oticemustbeattachedtothew
  - (4) Thelandlordmustgiveaw holdersassoonasreasonabl ce;andacopyofthewithdrawa
  - (5) Youwillceasetobeaparty
  - (6) Anoticegiventothelandlo holdersthatpurportstobeand holder'snoticetoendcontrac edinthenoticeistobetreated
  - (7) Paragraph(3)ofthistermoticebecauseofparagraph(6)

## Withdrawalofajointcontract-h

32. Theminimumtimeperiodbety andlord, and the datespecifie

and another person may, with oint contract-holder under this

therightsandsubjecttoalltheobli lebecomesajointcontract-

raw from this contract by ord.

n which you intend to cease to

ıtractlord;andacopyofthewithdrawaln

rjointcontractdlordreceivesthewithdrawalnoti dtothewarning.

ndrawaldate.

all)ofthejointcontractact-Irawalnotice,andthedatespecifi

vhichistreatedasawithdrawalno

(S)

oticeunderterm31isgiventothel

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<sup>26</sup> When considering a request that a person be unreasonably refuse consent, or (b) consent so to Schedule 6 to the Act.

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 hiscontractaretransferreding

# 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 81<sup>27</sup>, 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)

s, 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 or terms included in this terms34 to 37, 40 to 72 and

mru or an Act of Parliament or

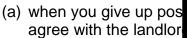
rescind this contract, or

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 and ard Occupation Contract - Crown

<sup>27</sup> The fundamental terms of this contract which this contract in accordance with Part 9, include

<sup>28</sup> The law of frustration would operate where fo with it.



- (b) if you do not give up p made, immediately be contract.
- (2) Anoccupationcontractisa
  - (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 o

## Deathofasolecontract-holder

- 37.(1) If you are the sole contra
  - (a) one month after your
  - (b) if earlier, when the lan persons.
  - (2) Theauthorisedpersonsa
    - (a) your personal represe
    - (b) the permitted occupie together.
  - (3) Thiscontractdoesnotend, one or more persons are qual
  - (4) Thiscontractdoesnotend equiresthecontracttobetrans
  - (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.



in accordance with what you

itute occupation contract is te of the substitute occupation

A

tially the same) dwelling as the original contract.

ontract and you give up , this contract ends when you



ends-

your death by the authorised

onsqualifiedtosucceed)oftheAct

propertyorder<sup>30</sup>haseffectwhichr

18 and over (if any) acting

stohaveeffectandthereisnopers

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



<sup>30</sup> Section 251 of the Act sets out the meaning happens to the family home after divorce, sepa PROP.SOC.02 - Model Written Sta Copyright 2022.

# Contract-holders'obligations

- 38. Whenyouvacatethedwelling
  - (a) removefromthedwelling
    - (i) toyou,or
    - (ii) toanypermittedoccup g,
  - (b) returnanypropertybeld heoccupationdate, and
  - (c) returntothelandlordallk uringthetermofthecont maininoccupationofthe

# Repaymentofrentorothercons

39. Thelandlordmustrepay, within paidrentorotherconsideration his contractends.

# **Termination by contract-**

## Earlyterminationbycontract-h

- 40.(1) You may end this contra
  - (a) thelandlordgivingyoua
  - (b) theoccupationdate.
  - (2) Toendthiscontractunder ordstatingthatyouareending
  - (3) Ongivingthenoticetothel
    - (a) ceasetohaveanyliabilit
    - (b) become entitled to the given to the landlord in

t(S)

youmust—

maininoccupationofthedwellin

epositionthatpropertywasinont

stothedwelling, whichwereheldd edoccupier who is not entitled to re

endofthiscontract,toyouanypre iodfallingafterthedateonwhicht

e earlier of—

contractunderterm76(1),or

,youmustgiveanoticetothelandl

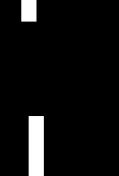
rent or other consideration contract.

dard Occupation Contract - Crown

31 See term 82 regarding the giving of a notice.

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# Contract-holder'snotice(F+)

41. Youmayendthiscontractbyg hedwellingonadatespecified

#### Contract-holder'snotice:mini

42. Thedatespecifiedinanoticeu nwhichthenoticeisgiventoth

#### Terminationofcontractonconf

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

#### **Terminationofthecontractwith**

 Iftherearejointcontractholdersunderthiscontract,th intcontract-holdersactingwit holders.

# Termination by the landle notices

## Possessionclaims(F)

45. Thelandlordmaymakeaclain you("apossessionclaim")on the Actwhicharesetoutintern

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essthanfourweeksafterthedayo

+)

pefore the date specified in a te specified in the notice.

tebutinconnectionwiththenotic

of the dwelling, or te determined in accordance

actends—

ne landlord, and Il 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 undepossession 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) statethedateafterwhich

# Termination by the landle claim

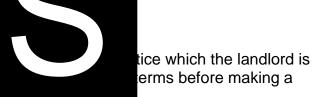
# Breachofcontract(F+)

- 47.(1) If you breach this contract possession claim.
  - (2) Section209oftheActprov thatgroundunlessitconsider inedinaccordancewithSche

# Restrictionsonmakingaposse

- 48.(1) Before making a possess give you a possession notice
  - (2) Thelandlordmaymakear socialbehaviourandotherprovesyouapossessionnotices
  - (3) Thelandlordmaynotmak mofthiscontractbeforetheen elandlordgivesyouapossess
  - (4) Ineithercase, the landlord dofsix months starting with the

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

donwhichtheclaimwillbemade)

nclaim, sion,and Ikeapossessionclaim.

# aking a possession

that ground make a

ntmakeanorderforpossessionon ndreasonablenessistobedeterm

# :oabreachofcontract(F+)

d in term 47, the landlord must

iceonabreachofterm9(antiterthedayonwhichthelandlordgi term.

lianceonabreachofanyotherter thstartingwiththedayonwhichtheachofthatterm.

ionclaimaftertheendoftheperio dgivesyouthepossessionnotice





# Estatemanagementgrounds(F

- 49.(1) The landlord may make management grounds.
  - (2) Theestatemanagement reincludedintheAnnextothis
  - (3) Section210oftheActprovanestatemanagementgrour
    - (a) itconsidersitreasonabl dancewithSchedule10
    - (b) itissatisfiedthatsuitable minedinaccordancewi bletoyouwhentheorde
  - (4) Ifthecourtmakesanorder ootherground),thelandlordn ytobeincurredbyyouinmovir
  - (5) Paragraph(4)ofthistermore GroundAorB(theredeveloped nootherground).

# Restrictionsonmakingaposse ds)(F+)

- 50.(1) Before making a possess landlord must give you a po
  - (2) Thelandlordmaynotmak
    - (a) beforetheendoftheper ivesyouthepossession
    - (b) aftertheendoftheperio
  - (3) Ifaredevelopmentschem toconditions, the landlordma ent Ground Bbeforethe condi
  - (4) Thelandlordmaynotgive roundG(accommodationnot

one or more of the estate

tinPart1ofSchedule8totheAct)a

tmakeanorderforpossessionon

enessistobedeterminedinaccor

ation(whatissuitableistobedeter isavailabletoyou(orwillbeavaila

atemanagementground(andonn altothereasonableexpenseslikel

makesanorderforpossessionon temanagementgrounds(andon

149(estatemanagementgroun

management ground, the ying that ground.

withthedayonwhichthelandlordg ththatday.

2ofSchedule8totheAct<sup>32</sup>subject oticespecifyingestatemanagem

specifyingestatemanagementG

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

redevelopment schemes for the purposes of Ground

- (a) beforetheendoftheper orinthecaseofjointland act-holder'sdeath,or
- (b) aftertheendoftheperio
- (5) Thelandlordmaynotgive roundH(departingjointcontra holder)aftertheendoftheper act-holder'srightsandobligation

# 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 arreagave you the possess
    - (b) are seriously in arrear the possession claim.

#### Restrictionsonmakingaposse

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

withthedayonwhichthelandlord( ecameawareofthepreviouscontr

gwiththatday.

specifyingestatemanagementG

withthedayonwhichthejointcontrended.

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

subjecttoanyavailabledefenceb 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.

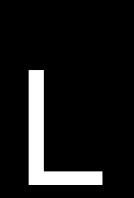
hts, which were incorporated into domestic law by

ndard Occupation Contract - Crown

33 "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 mustmakeanorderforposses donyourConventionrights).

## Restrictionsonmakingaposse

- 54.(1) Before making a possess give you a possession notice
  - (2) Thelandlordmaymaketh givesyouthepossessionnoti
  - (3) Butthelandlordmaynotm onthsstartingwiththatday.
  - (4) Thelandlordmaynotgive ertheendoftheperiodoftwom m41asthedateonwhichyouv

# Termination by the landle

# Landlord'snotice(F+)

55. Thelandlordmayendthiscon fthedwellingonadatespecific

## Minimumnoticeperiod(F+)

 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



ld in term 53 the landlord must

afterthedayonwhichthelandlord

naftertheendoftheperiodofsixm

specifyingthegroundinterm53aft tespecifiedinthenoticeunderter ofthedwelling.

ice

hatyoumustgiveuppossessiono

vnotbelessthansixmonthsaftert

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 mustmakeanorderforposses rypossessionclaimstoavoid abledefencebasedonyourC

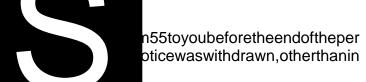
# Restrictiononmakingaposses

- 59. Thelandlordmaynotmakeap
  - (a) beforethedatespecifie
  - (b) aftertheendoftheperio

#### **Terminationofcontractfollowi**

- 60.(1) If you give up possession notice under term 55, this or
  - (2) Ifyougiveuppossession e.thiscontractends—
    - (a) onthedayonwhichyou

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55toyouduringtheperiodof28day

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 applies<sup>34</sup>(andsubjecttoanyavail

#### 8(F+)

roundinterm58—

landlordtoyouunderterm55,or iththatdate.

#### term55(F+)

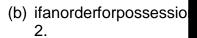
pefore the date specified in a te specified in a

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

<sup>34</sup> 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) complying with those obligations.



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

# Termination by the landle notice

# Restrictionsongivingnoticeur sixmonthsofoccupation<sup>35</sup> (F+

- 61.(1) The landlord may not giv six months starting with the
  - (2) Ifthiscontractisasubstituteunderterm55beforetheencoftheoriginalcontract.
  - (3) Forthepurposesofparag
    - (a) anoccupationcontract
      - (i) theoccupationdateof ccupationcontract,
      - (ii) immediatelybeforeth holderunderthiscontr holderundertheprece ordundertheprecedir
      - (iii) thiscontractrelatesto ingcontract,and
    - (b) "originalcontract" mear
      - (i) wherethesubstituteo telyaftertheendofaco upationcontractwhich
      - (ii) wheretherehavebeer oncontractwhichpred

erminedinaccordancewithterm7

urthernotice,or eriodof28daysstartingwithdayo

ernoticetoyou,and pretheendofareasonableperiod.

# n giving a landlord's

# ynotbegivenuntilafterthefirst

before the end of the period of scontract.

nelandlordmaynotgivesuchnotic sstartingwiththeoccupationdate

contractif atelyaftertheendofaprecedingo

ontractacontract-

ordunderthiscontractwasalandl

vthesame)dwellingasthepreced

noccupationdatefallingimmedia ituteoccupationcontract,theocc occupationcontract; ccupationcontracts,theoccupati ituteoccupationcontracts.

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

in Schedule 9 of the Act.

Indianal Occupation Contract - Crown

# Restrictionongivingnoticeun

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

- (a) thelandlord(havinggiv onthegroundinterm58
- (b) thecourthasrefusedtor imtobearetaliatoryclair
- (2) Thelandlordmaynotgive iodofsixmonthsstartingwitht ession.

# Furtherrestrictionsongivingn failuretoprovidewrittenstatem

- 63. The landlord may not give r
  - (a) you have not been give 76(1) (requirement to or
  - (b) thelandlordisawaretha holderhaschanged,an holderhasnotbeengive

#### Restrictionongivingnoticeun

64. Ifthelandlordhasfailedtocom mentofcontract),thelandlord onthsstartingwiththedayonv oyou.

# Restrictionongivingnoticeun failuretoprovideinformational

65. Thelandlordmaynotgivenoti danoticeinaccordancewiththe ytoprovideinformationabout taliatorypossessionclaim(F+)

n55)hasmadeapossessionclaim

sionbecauseitconsideredthecla \ct<sup>36</sup>).

n55toyoubeforetheendoftheper refusedtomakeanorderforposs

a time when-

of the contract under term ent at the start of a contract)<sup>37</sup>,

ct-

necontractunderterm76(2).

#### ionofwrittenstatement(F)

)(thedutytoprovidewrittenstate rterm55duringtheperiodofsixm writtenstatementofthiscontractt

whenthelandlordhasnotprovide deinformationunderterm78(dut

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sion if it considers that the possession claim is a the dwelling in repair under terms 17 and 18. 3 of the Housing Act 2004 (in relation to houses of nregistered or unlicensed landlords).

<sup>36</sup> Section 217 of the Act permits the court to retaliatory claim to avoid obligations in relation

<sup>37</sup> Restrictions on giving notice under term 55 m multiple occupation) or section 44 of the Hous

# 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) adepositpaidinconned onwhopaidthedeposite vebeenagreed,or
    - (b) anapplicationtothecou otheAct(38)andhasbe agreementbetweenthe
  - (3) Thisparagraphappliesifa heinitialrequirementsofanal
  - (4) This paragraph applies contract but the landlord ha 7(2)(b).

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

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at a time when the landlord Regulations.

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

neans the Energy Performance 2012;

*grifperfformiadynniddilys*") is to ulations.

# each 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 PROP.SOC.02 - Model Written Sta Copyright 2022.



nection with this contract is not sit scheme.

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

55 at a time when—

tentingHomes(Feesetc.)(Wales actasdescribedinsection2or3oft

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

raprohibitedpaymentoraholding treatedashavingbeenrepaidtot prbothofthefollowing—

ontract.

# ilure to ensure that working stalled (F)

when—

oitation 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 dard 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 given has not complied with regulations (require installations).
  - (2) Forthepurposesofparag gulation36(6)or(7)oftheGas eprovisioninquestionatanyti
    - (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 Regulation 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) ifyougiveuppossession
  - (b) ifyougiveuppossession ssionisexecuted,onthe
  - (c) ifyoudonotgiveupposs cuted, when the order fo

PROP.SOC.02 - Model Written Sta 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 case may be) (7) of the Gas clay report on safety etc. of gas

llordwhohasnotcompliedwithre etreatedasincompliancewithth

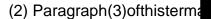
given, or (as the case may in the dwelling, a copy of the

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

up possession of the dwelling

rethatdate, on that date, date but before the order for posse posses sion of the dwelling, or or ethe order for possession is exe



- (a) itisaconditionoftheorde samedwellingtooneori
- (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 regulation
- (2) Avariation of this contract ordance with term 75.

#### Variation of terms other than

 74. The fundamental terms, sur contract may be varied (suband 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 d

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fferanewcontractinrespectofthe ers(butnotallofthem), and

aftertheoccupationdateofthene

iondateofthenewcontract.

riationofotherconsideration),

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 statements) as breach of conduct)
- (3) Avariationofanyotherfun isofnoeffect—
  - (a) unlessasaresultofthev
    - (i) thefundamentalprovi modification,or
    - (ii) thefundamentalprovi corporatedwithmodif
  - (b) ifthevariation(regardle (3)(a)ofthisterm)would ntaltermwhichincorpor termapplies.
- (4) Avariationofatermofased ontractincompatible with a dinaccordance with this termination of the contraction of the contractio
- (5) Paragraph(4)ofthistermoment.

#### Written statements and the

# Writtenstatements(F+)

- 76.(1) The landlord must give y of the period of 14 days sta
  - (2) Ifthereisachangeintheid holder, the landlord must give holder awrittenstatement of the
    - (a) the day on which the i
    - (b) if later, the day on whi one of them) becomes changed.

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



andlord's notice under term

to make contract to be treated

inbyorasaresultofanenactment)

prporatesisincorporatedwithout

poratesisnotincorporatedorisin isisthatyourpositionisimproved;

aragraph termincompatiblewithafundame isiontowhichparagraph(2)ofthis

tifitwouldrenderanytermofthisc hatfundamentaltermisalsovarie neincompatibility).

nmadebyorasaresultofanenact

# ormation by landlord

of the contract before the end on date.

doftheperiodof14daysstartingwi

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

ons of the Act which, when incorporated into an s".

- (3) Thelandlordmaynotchar 1)or(2)ofthisterm.
- (4) Youmayrequestafurther
- (5) Thelandlordmaychargea
- (6) Thelandlordmustgiveyor14daysstartingwith—
  - (a) the day of the request
  - (b) if the landlord charges

## Writtenstatementofvariation(

- 77.(1) If this contract is varied to period, give you—
  - (a) awrittenstatementofth
  - (b) awrittenstatementofth

unless the landlord has give (variation of rent), or term 5

- (2) Therelevantperiodisther svaried.
- (3) Thelandlordmaynotchar 1)ofthisterm.

#### Provisionofinformationbylan

- 78.(1) The landlord must, befor occupation date, give you r documents that are intended
  - (2) Ifthereisachangeintheid oftheperiodof14daysstarting rd,giveyounoticeofthechang mentsthatareintendedforthe
  - (3) Iftheaddresstowhichyou nges,thelandlordmust,befor chtheaddresschanges,give

#### Compensationforbreachofter

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



dingafurtherwrittenstatement.

mentbeforetheendoftheperiodof

h you pay the fee.

e the end of the relevant

varied,

n in accordance with term 4 other consideration).

viththedayonwhichthiscontracti

ttenstatementunderparagraph(

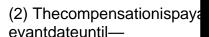
d(F+)

of 14 days starting with the which you may send

newlandlordmust,beforetheend newlandlordbecomesthelandlo resstowhichyoumaysenddocu

atareintendedforthelandlordcha 4daysstartingwiththedayonwhi ress.

under term 66, the landlord is of the Act.



- (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 in
  - (2) Theinventorymustsetour 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

antdateandeverydayaftertherel

e in question, or nths starting with the relevant

prdfailstogiveyouthenoticeonor m.

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

heendofwhichthelandlordwasr

vide you with the written

ncludingallfixturesandfittingsan

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

in relation to the dwelling no

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# 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) Sections236<sup>40</sup> and 237 of erdocuments, and about how sed to be given to a person by o

# Passingnoticesetc.tothelandl

#### 83. Youmust—

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

# betreatedasbreachofconduct

y means of a relevant false

iis contract, and sion claim on the ground in

winglyorrecklesslyby—

ed or authorised to be given or

isionaboutformofnoticesandoth readocumentrequiredorauthori

hents delivered to the dwelling pwner generally, and e original copies of any such idlord.

40 Section 236 of the Act provides for the Wels notice or document has been prescribed, these PROP.SOC.02 - Model Written Sta Copyright 2022. the notice or other document. Where the form of a nment's website.

# **ANNEX**

See term49

#### ESTATE MANAGEMENT GRO

#### REDEVELOPMENT GROUNDS

Ground A (building works)

- The landlord intends, dwelling
  - (a) to demolish comprising the d
  - (b) to carry out dwelling,

and cannot reasonably d

*Ground B (redevelopment schemes)* 

- 2 (1) This ground arises condition.
  - (2) The first condition redevelopment scheme the landlord intends wit the dwelling in accordar
  - (3) The second conditional landlord intends within that part in accordance possession of the dwelling

## 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 the

e of obtaining possession of the

ng or part of the building

on land treated as part of the

bssession 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 otaining 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

eaning as in the Charities Act 2011

41 This Annex replicates the provisions in Part contract.

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amendments as appropriate in relation to a secure

Ground D (dwelling suitable for disal

- The dwelling has feature dwellings and which a physically disabled persthe dwelling and
  - (a) there is no 1
  - (b) the landlord (whether alone o

Ground E (housing associations and I

- 5 (1) The landlord is a hor available only for occupation (wh house, and –
  - (a) either there housing authorit dwelling under a
  - (b) the landlore (whether alone o
  - (2) A person is difficult t circumstances) make it of 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

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different from those of ordinary it suitable for occupation by a modation of a kind provided by

g in the dwelling, and reccupation 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 m 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 nembers of his or her family).

n contract under section 73 as a 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 tl
  - (a) the accomm is reasonably re holders), or
  - (b) where the landlord does not landlord's criteria

#### OTHER ESTATE MANAGEMENT R

Ground I (other estate management r

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

S

rights and obligations under the

or

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

landlord, the remaining contractitract-holders do not) meet the ising accommodation.

some other substantial estate

ne dwelling.

elate to —

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

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