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The written statement should  
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to paying rent such as providing a service to or

term providing they do not change the substance of

## Standard Occupation Contract - Crown



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

The terms of your contract may include:

**additional terms** – these are provided by you and the landlord, which can cover any other matter, provided it is not a fundamental term or a supplementary term.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, is not binding on you.

An incorrect or incomplete written statement means the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written statement of this contract.

Your contract is a periodic standard contract, which means that it continues from one rental period to the next (typically a month or week to week). It also means that you cannot be evicted from the dwelling, unless you abandon the dwelling.

Before a court makes such an order, it must demonstrate that the correct procedures have been followed—

- (a) you were given at least six months' notice (under term 55 of this contract) that you must give up possession of the dwelling, and the notice was not issued in the first six months following the occurrence of the breach, and the notice applied, including any restrictions on the giving of notice, in sections 75 and 98 of the Housing Act 2004 and section 146 of the Housing (Wales) Act 2014,
- (b) you have broken one or more of the terms of the contract (which includes any arrears of rent, engaging in prohibited conduct, and it is reasonable to evict you,
- (c) you are seriously in arrears of rent, and the landlord has at least two months' rent outstanding,
- (d) your landlord needs to move you to another part of the estate management grounds (if the rental period is a month, the provisions of the Act applies, suitable alternative accommodation must be available when the order takes effect), and it is reasonable to evict you.

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

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

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

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

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

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

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

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

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

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

PERIODIC STANDARD

TRACT – KEY MATTERS

This contract is

between: \_\_\_\_\_

and: \_\_\_\_\_

\_\_\_\_\_  
(landlord)(s)

\_\_\_\_\_  
(contract-holder)(s)

It relates to: \_\_\_\_\_

\_\_\_\_\_  
(the dwelling)

The initial rent is £\_\_\_\_\_ per \_\_\_\_\_  
(delete as applicable)<sup>3</sup>

\_\_\_\_\_  
(delete as applicable)

The first payment is to be made \_\_\_\_\_

And further payments are to be \_\_\_\_\_

You are not entitled to occupy \_\_\_\_\_  
from \_\_\_\_\_ to \_\_\_\_\_  
(delete this paragraph if not applicable)

\_\_\_\_\_ a home during the period

You can contact the landlord

by post: \_\_\_\_\_

by telephone: \_\_\_\_\_

by e-mail: \_\_\_\_\_

You have paid a deposit of £ \_\_\_\_\_

For more information about the \_\_\_\_\_

\_\_\_\_\_

The occupation date (when you \_\_\_\_\_

\_\_\_\_\_ the dwelling) is:

Please sign below as evidence \_\_\_\_\_

\_\_\_\_\_ this contract

Contract-holder(s)

Name \_\_\_\_\_

<sup>3</sup> Where other consideration is due, the details of such consideration should be set out in the contract. Such consideration could include for example, doing something equivalent to paying rent, such as providing a service to the landlord.

\_\_\_\_\_

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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Future contract are set out in this contract or changed<sup>4</sup> have **(F)** that can be left out or **(S)** added

ms have (**A**) added.

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

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

part of the terms of this

term providing they do not change the substance of

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11/11/2016

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## TERMS

### Rent and other charges

#### Receipt of rent or other consideration

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

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

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

#### Right of set off<sup>7</sup> (F+)

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

#### Variation of rent<sup>9</sup> (F+)

4. (1) The landlord may vary the rent payable under this contract by giving you a written notice setting out a new rent and the date specified in the notice.  
(2) The period between the day on which the new rent is payable to you and the specified date may not be less than two months.  
(3) Subject to that—  
(a) the first notice may specify a date which is not less than one year after the last date on which the rent was payable.  
(b) subsequent notices may specify a date which is not less than one year after the last date on which the rent was payable.

#### Variation of other consideration

- 5 “Other consideration” could include for example the landlord providing a service to or undertaking work for the landlord.
  - 6 When determining whether a dwelling is fit for human habitation, you must have regard to the matters and circumstances set out in the regulations made under section 94 of the Act and to any guidance issued by the Government’s website.
  - 7 This term only applies to contracts under which the landlord is liable to pay compensation for things such as a failure to provide a service or for the outstanding compensation. Section 87 of the Act sets out all the circumstances in which that compensation is to be calculated.
  - 8 The “right of set off” means that if a landlord is liable to pay compensation, you may set off that compensation against the rent payable.
  - 9 This term only applies to contracts under which the landlord is liable to pay compensation.
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5. (1) Where consideration other than the deposit is provided under this contract, the amount of consideration may be—
- (a) by agreement between you and the landlord,
  - (b) by the landlord in accordance with paragraph (4) of this term.
- (2) The landlord may give you a specified amount of consideration to take effect on the dates specified in the contract.
- (3) The period between the date of payment of the deposit to you and the specified date may not be less than two months.
- (4) Subject to that—
- (a) the first notice may specify a period which is not less than one year,
  - (b) subsequent notices may specify a shorter period, provided that the period is not less than one year after the last date on which consideration took effect.

## Deposit

### Form of security (F+)

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

### Requirement to use a deposit scheme

7. (1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be paid into an authorised deposit scheme<sup>11</sup>.
- (2) Before the end of the period specified in the contract, the landlord must—
- (a) comply with the initial requirements of the authorised deposit scheme, and
  - (b) give you (and any person acting on your behalf) the required information.

<sup>10</sup> This term only applies to contracts under which a deposit is paid.

<sup>11</sup> Information about authorised deposit schemes can be found on the Welsh Government's website.

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

- (a) the authorised deposit taker's requirements of the scheme, and
- (b) the landlord's compliance with the provisions of the scheme, and
- (c) the operation of Chapter 2 of the Housing Act 1988 (including your rights (and those of your tenants) in relation to the deposit)

by specified by the Welsh Ministers, relating to—

the authorised deposit taker's requirements of the scheme, and the operation of Chapter 2 of the Housing Act 1988 (including your rights (and those of your tenants) in relation to the deposit)

## Prohibited conduct

### Anti-social behaviour and other prohibited conduct<sup>12</sup> (F)

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

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

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

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

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

- (a) capable of causing nuisance or annoyance to a person (of whatever description) acting in connection with the exercise of the landlord's housing management functions, and
- (b) that is directly or indirectly connected with the exercise of the landlord's housing management functions.

(4) You may not use or threaten to use any part of the dwelling, including any common parts<sup>13</sup> and any other premises, for criminal purposes.

(5) You must not, by any action or omission, engage or threaten to engage in conduct—

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

<sup>13</sup> The common parts of a dwelling are (a) any part of the dwelling which the contract-holder is entitled to use in common with others.

excessive noise, verbal abuse and physical assault. Psychological, emotional or financial abuse).

ing and (b) any other premises (including any other part of the dwelling) which the contract-holder is entitled to use in common with others.

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

## Control of the dwelling

### Use of the dwelling by the co-occupiers

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

### Permitted occupiers who are sub-holders (S)

- 10. You may permit persons who are sub-holders<sup>15</sup> to live in the dwelling as a home.

### Right to occupy without interference from the landlord (F+)

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

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

(3) The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations under section 100(2) of the Act<sup>16</sup>.

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

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

interferes with your right by any act or omission.

### Landlord's right to enter the dwelling (F+)

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

- (a) inspecting its condition,

<sup>14</sup> Section 244(3) and (4) of the Act provide that a person who occupies the dwelling falls within paragraph (1) of this section if he or she is a lodger if he or she is not a party to the sub-occupation contract.

<sup>15</sup> Section 59(3) of the Act provides that a "sub-tenant" is a person who occupies the dwelling as a sub-tenant.

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

or visiting the dwelling to act as a lodger.

mentioned in paragraph (4) of this section.

business at the dwelling without the landlord's consent.

### Sub-holders (S)

sub-holders<sup>15</sup> to live in the dwelling as a home.

### Landlord (F+)

interfere with your right to occupy the dwelling.

to occupy the dwelling by reasonably exercising the landlord's rights under this contract.

occupy the dwelling because of a failure to comply with repairing obligations under section 100(2) of the Act<sup>16</sup>.

by your right if a person who—

that is superior to the landlord's interest,

omission.

### (F+)

reasonable time for the purpose of—

(a)

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

the sub-occupation contract.

repair (or keep or deliver up in repair), or to maintain, or to keep fit for human habitation however expressed, and the obligations under section 100(2) of the Act are reflected in terms 20 and 21 of this contract.

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

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

(3) Paragraph (4) of this term applies.

(a) the dwelling forms part of a building;

(b) in order to comply with the obligations under terms 20 and 21 the landlord needs to enter the building.

(4) The landlord is not liable for damage to any other part of the building to be able to carry out the works or repairs if the landlord has made a reasonable effort to do so.

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

13.(1) In circumstances where the landlord has a responsibility in accordance with term 12(3), the landlord may enter the dwelling at any reasonable time to carry out repairs to the fixtures and fittings or other contents, or replacing them.

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

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

14.(1) In the event of an emergency, the landlord may enter the dwelling without notice, and the landlord has immediate access to the dwelling.

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

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

(4) For the purposes of paragraph (3), an emergency includes—

(a) something which requires urgent attention to prevent the dwelling or dwellings from being further damaged or destroyed, or

(b) something which if not dealt with immediately, would put at risk the health or safety of any permitted occupier of the dwelling or the dwelling.

## Care of the dwelling – common responsibilities

### Duty to take care of the dwelling

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

### Duty to notify landlord of defect, damage or disrepair

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

## Care of the dwelling – landlord's responsibilities

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

- 17.(1) The landlord must ensure the dwelling is fit for human habitation<sup>19</sup>—

<sup>17</sup> Section 244(5) of the Act provides that a person who is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a lodger or sub-holder is not a lodger or sub-holder.

<sup>18</sup> Section 96(3) of the Act defines "lack of care" as the failure to maintain the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are responsible for.

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

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

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

### Landlord's obligation to keep

18.(1) The landlord must—

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

(2) If the dwelling forms part

- (a) keep in repair the structure (including drains, gutters and external parts) in which the landlord has an estate or interest, and
- (b) keep in repair and provide or indirectly serves the dwelling—
  - (i) forms part of any part of the dwelling
  - (ii) is owned by the landlord

(3) The standard of repair required is a reasonable having regard to the condition of the dwelling which the dwelling is likely to be at the end of the term.

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

### Further landlord obligations

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

(2) The landlord may not interfere with you in the event of you enforcing or relying on the

### Limits on landlord obligation

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

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

(F+)

the dwelling (including drains,

service installations in the

landlord must—

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

service installation which directly or indirectly serves the dwelling—

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

and (2) of this term is that which is reasonable having regard to the condition of the dwelling, and the period during which the dwelling is likely to be at the end of the term.

installation for the supply of water, gas, electricity, or for sanitation, for

and 18 (F+)

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

you in the event of you enforcing or relying on the

17 and 18: General (F+)

landlord in respect of a dwelling which the landlord occupies for his own habitation at reasonable expense.

(2) The landlord's obligations

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

(3) If the dwelling forms part of a building and 18(2) do not require the landlord to rebuild or reinstate any part of the building in the case of destruction or damage by a relevant cause.

(4) Relevant causes for the purposes of 18(2)(b) and (3) of this term, are fire, flood, or a

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

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

### Limits on landlord obligation in case of contract-holder's fault (F+)

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

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

(3) "Lack of care" means a failure to carry out works or repairs if the disrepair, or the failure to keep in working order, is wholly or mainly attributable to an act or omission of the dwelling.

- (a) of the dwelling, or
- (b) if the dwelling forms part of a building and 18(2) do not require the landlord to rebuild or reinstate any part of the building in the case of destruction or damage by a relevant cause.

### Limits on landlord obligation in case of contract-holder's notice (F+)

22.(1) The landlord's obligation to carry out works or repairs does not arise until the landlord becomes aware that works or repairs are needed.

(2) The landlord complies with the obligation under term 18(1) and (2) if the landlord carries out the necessary works or repairs in a reasonable time.

18(1) do not require the landlord—

to remove from the

of it, in the case of

landlord's obligation under terms 17(1) and 18(2) do not require the landlord to rebuild or reinstate any other part of the building in the case of destruction or damage by a relevant cause.

evitable accident.

works or repairs unless the disrepair or failure to keep in proper working order is due to—

under this contract.

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

landlord if the dwelling is unfit for human habitation wholly or mainly due to an act or omission (including an act or omission of the dwelling) amounting to a breach of the dwelling.

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

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

### 17 and 18: notice (F+)

and under term 18(1) and (2) the landlord's obligation to carry out works or repairs does not arise until the landlord becomes aware that works or repairs are needed.

under term 17(1)(b) and under term 18(1) and (2) if the landlord carries out the necessary works or repairs in a reasonable time.



within a reasonable time after they are necessary.

(3) If—

- (a) the landlord (the “old landlord”) transfers the dwelling to another person, and
- (b) the old landlord (or where the dwelling is jointly let, any one of the old landlords), if aware of the need for those works or repairs, is not aware of the need for those works or repairs on the date of the transfer that comply with term 17(1) or 18(1) or (2),

the new landlord is to be treated as if he or she was aware of the need for those works or repairs on the date of the transfer.

### Rights of permitted occupiers

23.(1) A permitted occupier<sup>20</sup> who is entitled to occupy personal property, as a result of a contract, may enforce the term in question in the contract in respect of the injury, loss or damage to that property.

(2) But a permitted occupier may not enforce the term if the lodger is allowed to live in the dwelling by a sub-occupation contract<sup>23</sup> made, in accordance with the contract, by the contract-holder.

### Making changes to the dwelling

#### Changes to the dwelling (S)

24.(1) You must not make any structural changes to the dwelling without the consent of the landlord.

(2) For the purposes of paragraph (1), “structural changes” includes —

- (a) any addition to or alteration of the dwelling,
- (b) the erection of an aerial or chimney, or
- (c) the erection, removal or alteration of sheds, garages or any other structures in the dwelling.

<sup>20</sup> Section 244(5) of the Act provides that a person is a permitted occupier if he or she lives in the dwelling as a lodger or sub-holder under a contract made with the contract-holder to live in the dwelling as a permitted occupier.

<sup>21</sup> Section 244(3) and (4) of the Act provide that a person is a permitted occupier if the tenancy or licence under which he or she occupies the dwelling falls within paragraph (3) or (4) of section 244. A person is a lodger if he or she is not a sub-holder and is not a permitted occupier under an occupation contract.

<sup>22</sup> Section 59(3) of the Act provides that a “sub-occupation contract” means a contract made with a person who is not a sub-holder and is not a permitted occupier under an occupation contract.

<sup>23</sup> Section 59(2) of the Act provides that a “sub-occupation contract” means a contract made with a person who is not a sub-holder and is not a permitted occupier under an occupation contract.

the landlord becomes aware that they are necessary.

the old landlord’s interest in the dwelling (the “old landlord”), and

the old landlord (or where the dwelling is jointly let, any one of the old landlords), if aware of the need for those works or repairs, is not aware of the need for those works or repairs on the date of the transfer that comply with term 17(1) or 18(1) or (2),

the new landlord is to be treated as if he or she was aware of the need for those works or repairs on the date of the transfer.

injury, or loss of or damage to that property, as a result of a contract, may enforce the term in question in the contract in respect of the injury, loss or damage to that property.

sub-holder<sup>22</sup> may do so only if the lodger is allowed to live in the dwelling by a sub-occupation contract<sup>23</sup> made, in accordance with the contract, by the contract-holder.

without the consent of the landlord.

“structural changes” includes —

any addition to or alteration of the dwelling,

the erection of an aerial or chimney, or

being subject to an occupation contract if (a) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a permitted occupier.

if the tenancy or licence under which he or she occupies the dwelling falls within paragraph (3) or (4) of section 244. A person is a lodger if he or she is not a sub-holder and is not a permitted occupier under an occupation contract.

er the sub-occupation contract.

tion contract (a) made with a landlord who is the contract-holder and is not a permitted occupier under an occupation contract.

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

## Changes to the provision of unemployment benefits (S)

25.(1) You may change any of [REDACTED] selling of—

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

(2) You must inform the landlord of any practicable of any changes made pursuant to paragraph (1) of this section.

(3) Unless the land lord consents

- (a) leave the dwelling at the time of the occupation without a supplier of electricity, gas or other fuel (if applicable), or without sewerage (including sewerage) services, unless these utilities were not available to the dwelling on the occupation date;

- (b) install or remove, or add or remove, any specified service installations at \_\_\_\_\_

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

## Security and safety of the product-holder's responsibilities

## Security of the dwelling – und

26. If you become aware that the room will be unoccupied for 28 or more consecutive days, you shall be notified as soon as reasonably practicable.

## Security of the dwelling – und

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

(2) You may change any lock or door of the dwelling, including internal doors of the dwelling, provided that any such change does not result in a dwelling less secure than that previously in place.

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

## Creating a sub-tenancy or taking out a mortgage

### Permissible forms of dealing

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

- (a) in a way permitted by the Act, and
- (b) in accordance with a form of dealing (see section 251 of the Act)<sup>24</sup>.

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

- (a) in a way permitted by the Act, and
- (b) in accordance with a form of dealing.

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

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

(4) “Dealing” includes—

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

### Permitting lodgers(S)

29. You must not allow persons to live in the dwelling as lodgers<sup>25</sup> without the landlord’s consent.

<sup>24</sup> Section 251 of the Act sets out the meaning of “dealing” and orders to resolve what happens to the family home if a tenant dies.

<sup>25</sup> Section 244(3) and (4) of the Act provide that a person occupies the dwelling falls within paragraph 6 of Schedule 2 if he or she lives in a dwelling as a lodger if he or she is not a party to an occupation contract.

poses of this term. Courts may make many types of orders to resolve what happens to the family home if a tenant dies.

lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 (shared with landlord). But a person does not live in a dwelling as a lodger if he or she is a party to an occupation contract.

## Provisions about joint contracts

### Adding a joint contract-holder (30)

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

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

### Withdrawal of a joint contract-holder (31)

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

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

(3) You must give a written withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.

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

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

(6) A notice given to the landlord by a joint contract-holder that purports to be a withdrawal notice, but which is not given in accordance with paragraph (3), will not be treated as a withdrawal notice.

(7) Paragraph (3) of this term must be read in conjunction with paragraph (6).

### Withdrawal of a joint contract-holder (32)

32. The minimum time period between the giving of a withdrawal notice under term 31 and the date specified in the notice is 14 days.

26 When considering a request that a person be added as a joint contract-holder, the landlord must not unreasonably refuse consent, or (b) consent subject to conditions, unless it is reasonable to do so in accordance with Schedule 6 to the Act.

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

the rights and be subject to all the obligations of a contract-holder under this contract from the date he or she becomes a joint contract-holder.

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

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

contract-holder(s) as soon as reasonably practicable after the withdrawal notice is received; and a copy of the withdrawal notice must be attached to the warning.

joint contract-holder(s) as soon as reasonably practicable after the withdrawal notice is received; and a copy of the withdrawal notice must be attached to the warning.

nd withdrawal date.

all) of the joint contract-holder(s) that purports to be a withdrawal notice, but which is not given in accordance with paragraph (3), will not be treated as a withdrawal notice.

which is treated as a withdrawal notice.

### (S)

notice under term 31 is given to the landlord, and the date specified in the notice is 14 days.

Under section 84 of the Act, a landlord may not (a) unreasonably refuse consent, or (b) consent subject to conditions, unless it is reasonable to do so in accordance with Schedule 6 to the Act.

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

### Joint survivorship(F)

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

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

(2) The joint contract-holder is not entitled to any right or obligation under the contract in respect of the period after he or she ceases to be a party to this contract.

(3) Nothing in paragraph (1) of this section prevents a joint contract-holder from waiving any liability of the other joint contract-holder to be a party to this contract.

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

### Termination of contract – Permissible termination etc.(F)

### Permissible termination etc.(F)

34.(1) This contract may be ended by either party with—

- (a) the fundamental terms of the contract incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with the law of frustration, term 81<sup>27</sup>, or
- (b) any enactment, such as the Law of Frustration Act 1962, or any regulations made by the Welsh Ministers or an Act of Parliament or

(2) Nothing in this term affects

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

### Termination by agreement(F+)

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

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

<sup>28</sup> The law of frustration would operate where for some reason it is impossible to comply with it.

set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include

the law of frustration, which would operate where for some reason it is impossible to comply



## Contract-holders' obligations to the landlord (S)

38. When you vacate the dwelling, you must—

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

## Repayment of rent or other consideration (M)

39. The landlord must repay, within the period of this contract, to you any pre-paid rent or other consideration if the contract ends.

## Termination by contract-holder (P)

### Early termination by contract-holder (P)

40.(1) You may end this contract earlier of—

- (a) the landlord giving you a notice to end the contract under term 76(1), or
  - (b) the occupation date.
- (2) To end this contract under (a), you must give a notice to the landlord stating that you are ending the contract.
- (3) On giving the notice to the landlord, you must—
- (a) cease to have any liability for rent or other consideration under the contract,
  - (b) become entitled to the return of any pre-paid rent or other consideration given to the landlord in connection with the contract.

<sup>31</sup> See term 82 regarding the giving of a notice.

### **Contract-holder's notice(F+)**

41. You may end this contract by giving notice to the landlord of the dwelling on a date specified in the notice.

### **Contract-holder's notice: minimum period**

42. The date specified in a notice under term 41 must be not less than four weeks after the day on which the notice is given to the landlord.

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

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

(2) If you give up possession of the dwelling on or after the date but in connection with the notice, this contract ends—

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

(3) The notice ceases to have effect if—

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

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

44. If there are joint contract-holders under this contract, the contract ends by the act of one or more of the joint contract-holders acting with the consent of the other joint contract-holders.

## **Termination by the landlord: possession claims and possession notices**

### **Possession claims(F)**

45. The landlord may make a claim for possession of the dwelling from you ("a possession claim") on the basis of the Act which are set out in Part 9 of the Act.



## Possession notices(F+)

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

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

(2) The notice must (in addition to the requirements of term 46(1))—

- (a) state the landlord's interest in the property;
- (b) give particulars of the ground on which the claim is made;
- (c) state the date after which the claim will be made.

## Termination by the landlord of a possession claim

### Breach of contract(F+)

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

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

### Restrictions on making a possession claim

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

(2) The landlord may make a possession claim on a breach of term 9 (anti-social behaviour) and other provisions if the landlord gives you a possession notice.

(3) The landlord may not make a possession claim on a breach of this contract before the end of the period of six months starting with the day on which the landlord gives you a possession notice.

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

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notice which the landlord is required to give to you under this term before making a possession claim—

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

(2) The notice must (in addition to the requirements of term 46(1))—

- (a) state the landlord's interest in the property;
- (b) give particulars of the ground on which the claim is made;
- (c) state the date after which the claim will be made.

## Termination by the landlord of a possession claim

### Breach of contract(F+)

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

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### Restrictions on making a possession claim

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

(2) The landlord may make a possession claim on a breach of term 9 (anti-social behaviour) and other provisions if the landlord gives you a possession notice.

(3) The landlord may not make a possession claim on a breach of this contract before the end of the period of six months starting with the day on which the landlord gives you a possession notice.

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

## Estate management grounds (F)

- 49.(1) The landlord may make an order for possession on one or more of the estate management grounds.
- (2) The estate management grounds (other than those included in Part 1 of Schedule 8 to the Act) are the grounds included in the Annex to this Part.
- (3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless the court is satisfied that—
- (a) it considers it reasonable to make such an order in accordance with Schedule 10 to the Act, and
  - (b) it is satisfied that suitable accommodation (what is suitable is to be determined in accordance with Schedule 10 to the Act) is available to you (or will be available to you when the order is made).
- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay you the reasonable expenses likely to be incurred by you in moving.
- (5) Paragraph (4) of this term does not apply if the landlord makes an order for possession on an estate management ground (and on no other ground).

## Restrictions on making a possession order (F+)

- 50.(1) Before making a possession order on an estate management ground, the landlord must give you a possession notice in writing stating that ground.
- (2) The landlord may not make a possession order on an estate management ground unless—
- (a) before the end of the period of 28 days beginning with the day on which the landlord gives you the possession notice, and
  - (b) after the end of the period of 28 days beginning with that day.
- (3) If a redevelopment scheme is carried out in accordance with Part 2 of Schedule 8 to the Act<sup>32</sup> subject to conditions, the landlord may not make a possession order on Ground B before the conditions are satisfied.
- (4) The landlord may not give a possession order on Ground G (accommodation not suitable for occupation) unless the landlord has given you a possession notice specifying the estate management ground on which the order is based.

<sup>32</sup> Part 2 of Schedule 8 to the Act provides for the carrying out of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in Part 1 of Schedule 8 to the Act).  
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redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in Part 1 of Schedule 8 to the Act).  
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- (a) before the end of the period in the case of joint landlord or tenant, or
- (b) after the end of the period

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

(5) The landlord may not give notice to the tenant (departing joint tenant or tenant) after the end of the period in which the tenant's rights and obligations

specifying estate management ground with the day on which the joint contract ended.

### Serious rent arrears (F+)

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

(2) You are seriously in arrears

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

(3) Section 216 of the Act provides that you are seriously in arrears if, subject to any available defence, you are in arrears of the rent for a period of more than

(3) Section 216 of the Act provides that you are seriously in arrears if, subject to any available defence, you are in arrears of the rent for a period of more than

subject to any available defence, possession of the dwelling if it is satisfied that you—

- (a) were seriously in arrears of the rent when the landlord gave you the possession claim;
- (b) are seriously in arrears of the rent when the court hears the possession claim.

(c) the day on which the landlord gave you the possession claim;

(d) the day on which the court hears the possession claim.

### Restrictions on making a possession claim (F+)

### 51 (serious rent arrears) (F+)

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

(2) In term 51, the landlord must give you a possession notice.

(2) The landlord may not make a possession claim if

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

(c) with the day on which the landlord gives you the possession notice.

(d) with that day.

33 "Convention rights" are rights held under the Human Rights Act 1998 (c. 42).  
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rights, which were incorporated into domestic law by the Human Rights Act 1998 (c. 42).  
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### **Recovery of possession on the landlord's notice (F+)**

53.(1) If you fail to give up possession on the date specified in a notice under term 41, the landlord

(2) Section 212 of the Act provides that if the landlord has established that the ground is made out, it must make an order for possession (subject to any available defence based on your Convention rights).

### **Restrictions on making a possession claim (F+)**

54.(1) Before making a possession claim under term 53 the landlord must give you a possession notice.

(2) The landlord may make the claim only after the day on which the landlord gives you the possession notice.

(3) But the landlord may not make the claim more than six months after the end of the period of six months starting with that day.

(4) The landlord may not give you the notice more than six months after the end of the period of two months starting with the date on which you gave up possession under term 41 as the date on which you

### **Notice under term 41 (contract-holder's notice) (F+)**

on the date specified in a notice under term 41, the landlord must make a possession claim.

53. If the landlord has established that the ground is made out, it must make an order for possession (subject to any available defence based on your Convention rights).

### **Restrictions on making a possession claim (F+)**

54.(1) Before making a possession claim under term 53 the landlord must give you a possession notice.

(2) The landlord may make the claim only after the day on which the landlord gives you the possession notice.

(3) But the landlord may not make the claim more than six months after the end of the period of six months starting with that day.

(4) The landlord may not give you the notice more than six months after the end of the period of two months starting with the date on which you gave up possession under term 41 as the date on which you

## **Termination by the landlord's notice**

### **Landlord's notice (F+)**

55. The landlord may end this contract by giving you a notice that you must give up possession of the dwelling on a date specified in the notice.

### **Minimum notice period (F+)**

56. The date specified in any notice under term 55 must be not less than six months after the day on which the notice is given to you.

### **Restrictions on giving further notice (F+)**

57.(1) Paragraphs (2) and (3) apply if the landlord gives you a notice under term 55 ("the first notice"), and

- (a) a landlord has given you a notice under term 55 ("the first notice"), and
- (b) the landlord has subsequently given you a notice (see term 60(3)).

## **Notice**

55. The landlord may end this contract by giving you a notice that you must give up possession of the dwelling on a date specified in the notice.

56. The date specified in any notice under term 55 must be not less than six months after the day on which the notice is given to you.

### **Restrictions on giving further notice (F+)**

57.(1) Paragraphs (2) and (3) apply if the landlord gives you a notice under term 55 ("the first notice"), and

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

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

(4) Paragraph (5) applies where—

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

(5) The landlord may not give you notice under term 55 to you before the end of the period of six months starting with the date on which the notice was withdrawn, other than in accordance with paragraph (3), if the landlord has made a claim (see term 58) before the end of which the landlord could have made the claim (see term 58).

### Recovery of possession following a claim under term 55 (F+)

58.(1) If the landlord gives you notice under term 55, the landlord may on that ground make a possession claim against you.

(2) Section 215 of the Act provides that if the landlord has satisfied that the ground is made out, it must make an order for possession. This means that the landlord must make a possession claim to avoid a defence based on your Contractual Obligations.

### Restriction on making a possession claim under term 58 (F+)

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

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

### Termination of contract following a claim under term 55 (F+)

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

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

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

<sup>34</sup> Under section 217 of the Act, a court may refuse to grant an order for possession if the claim is a retaliatory claim. A claim is a retaliatory claim if (a) the claim is made under section 91 or 92, of the Act (set out in terms 17 and 18) and (b) the landlord has made the possession claim to avoid complying with those obligations.

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

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

notice under term 55, and  
the ground in term 58 has  
ended without the landl  
claim.

notice under term 55 to you before the end of the period of six months starting with the date on which the notice was withdrawn, other than in accordance with paragraph (3), if the landlord has made a claim (see term 58) before the end of which the landlord could have made the claim (see term 58).

### Recovery of possession following a claim under term 55 (F+)

58.(1) If the landlord gives you notice under term 55, the landlord may on that ground make a possession claim against you.

(2) Section 215 of the Act provides that if the landlord has satisfied that the ground is made out, it must make an order for possession. This means that the landlord must make a possession claim to avoid a defence based on your Contractual Obligations.

### Restriction on making a possession claim under term 58 (F+)

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

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

### Termination of contract following a claim under term 55 (F+)

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

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

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

<sup>34</sup> Under section 217 of the Act, a court may refuse to grant an order for possession if the claim is a retaliatory claim. A claim is a retaliatory claim if (a) the claim is made under section 91 or 92, of the Act (set out in terms 17 and 18) and (b) the landlord has made the possession claim to avoid complying with those obligations.

- (b) if an order for possession is made under term 72.

(3) The notice ceases to have effect if—

- (a) the landlord withdraws the notice, or
- (b) before this contract ends—
  - (i) the landlord withdraws the notice, or
  - (ii) you do not object to the notice within the period of 28 days starting with the day on which the notice was given.

terminated in accordance with term 72.

Further notice, or a period of 28 days starting with the day on which the notice was given, or a period of 28 days starting with the day on which the notice was given, or a period of 28 days starting with the day on which the notice was given, or a period of 28 days starting with the day on which the notice was given.

## Termination by the landlord giving a landlord's notice

## Termination by the landlord giving a landlord's notice

### Restrictions on giving notice under term 55 before the first six months of occupation<sup>35</sup> (F+)

### Restrictions on giving notice under term 55 before the first six months of occupation<sup>35</sup> (F+)

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

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

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

The landlord may not give such notice under term 55 before the end of the period of six months starting with the date of occupation of the original contract.

(3) For the purposes of paragraph (2),

- (a) an occupation contract is a contract if—
  - (i) the occupation date of the contract is the date of occupation of the original contract,
  - (ii) immediately before the date of occupation of the original contract, the holder under this contract was the holder under the preceding contract, or
  - (iii) this contract relates to the same dwelling as the preceding contract, and

The landlord may not give such notice under term 55 before the end of the period of six months starting with the date of occupation of the original contract.

- (b) “original contract” means—
  - (i) where the substitute occupation contract is a contract which is a substitute for an occupation contract which is a substitute for an occupation contract,
  - (ii) where there have been two or more occupation contracts, the occupation contract which is a substitute for an occupation contract.

The landlord may not give such notice under term 55 before the end of the period of six months starting with the date of occupation of the original contract.

<sup>35</sup> This term does not apply if term 55 is not included in the contract. PROP.SOC.02 - Model Written Standard Occupation Contract - Crown Copyright 2022.

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

### Restriction on giving notice under term 55 in the event of a retaliatory possession claim (F+)

62.(1) Paragraph (2) of this term applies if—

- (a) the landlord (having given notice under term 55) has made a possession claim on the ground in term 58(1)(a), or
- (b) the court has refused to grant an order for possession on the ground that the claim is a retaliatory claim.

(2) The landlord may not give notice under term 55 to you before the end of the period of six months starting with the date of the possession claim.

### Further restrictions on giving notice under term 55 in the event of a retaliatory possession claim in the event of a failure to provide written statement of terms (F+)

63. The landlord may not give notice under term 55 to you at a time when—

- (a) you have not been given notice under term 76(1) (requirement to provide written statement of terms) at the start of a contract, or
- (b) the landlord is aware that the tenant has changed, and the landlord has not been given notice under term 76(2).

### Restriction on giving notice under term 55 in the event of a failure to provide written statement of terms (F)

64. If the landlord has failed to comply with the duty to provide written statement of terms under term 76(1), the landlord may not give notice under term 55 to you during the period of six months starting with the day on which the landlord became aware of the failure.

### Restriction on giving notice under term 55 in the event of a failure to provide information about the dwelling (F)

65. The landlord may not give notice under term 55 to you if the landlord has not provided you with the information required by term 78 (duty to provide information about the dwelling) when the landlord has not provided you with the information under term 78 (duty to provide information about the dwelling).

<sup>36</sup> Section 217 of the Act permits the court to grant an order for possession if it considers that the possession claim is a retaliatory claim to avoid obligations in relation to the dwelling in repair under terms 17 and 18.

<sup>37</sup> Restrictions on giving notice under term 55 may apply in relation to houses of multiple occupation or section 44 of the Housing Act 2004 (in relation to houses of multiple occupation) or section 44 of the Housing Act 2004 (in relation to houses of multiple occupation).

### Restriction on giving notice under term 55 in the event of a retaliatory possession claim (F+)

62.(1) Paragraph (2) of this term applies if—

- (a) the landlord (having given notice under term 55) has made a possession claim on the ground in term 58(1)(a), or
- (b) the court has refused to grant an order for possession on the ground that the claim is a retaliatory claim.

(2) The landlord may not give notice under term 55 to you before the end of the period of six months starting with the date of the possession claim.

### Further restrictions on giving notice under term 55 in the event of a retaliatory possession claim in the event of a failure to provide written statement of terms (F+)

63. The landlord may not give notice under term 55 to you at a time when—

- (a) you have not been given notice under term 76(1) (requirement to provide written statement of terms) at the start of a contract, or
- (b) the landlord is aware that the tenant has changed, and the landlord has not been given notice under term 76(2).

### Restriction on giving notice under term 55 in the event of a failure to provide written statement of terms (F)

64. If the landlord has failed to comply with the duty to provide written statement of terms under term 76(1), the landlord may not give notice under term 55 to you during the period of six months starting with the day on which the landlord became aware of the failure.

### Restriction on giving notice under term 55 in the event of a failure to provide information about the dwelling (F)

65. The landlord may not give notice under term 55 to you if the landlord has not provided you with the information required by term 78 (duty to provide information about the dwelling) when the landlord has not provided you with the information under term 78 (duty to provide information about the dwelling).

<sup>36</sup> Section 217 of the Act permits the court to grant an order for possession if it considers that the possession claim is a retaliatory claim to avoid obligations in relation to the dwelling in repair under terms 17 and 18.

<sup>37</sup> Restrictions on giving notice under term 55 may apply in relation to houses of multiple occupation or section 44 of the Housing Act 2004 (in relation to houses of multiple occupation) or section 44 of the Housing Act 2004 (in relation to houses of multiple occupation).

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

66.(1) The landlord may not give notice at a time when the landlord has not complied with regulations 66(1) and 66(2) of the EPB Regulations.

(2) For the purposes of this paragraph, a valid energy performance certificate is a certificate which this paragraph requires that a landlord must give to you when a certificate given to you is valid under the EPB Regulations.

(3) In this term—

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

“valid energy performance certificate” (a *grifperfformiadyddilys*) is to be interpreted in accordance with regulations 66(1) and 66(2) of the EPB Regulations.

**Restriction on giving notice of requirements (F)**

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

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

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

(3) This paragraph applies if a landlord has not complied with the initial requirements of a standard occupation contract.

(4) This paragraph applies if a landlord has not complied with the information required by term 7(2)(b).

(38) Paragraph 2 of Schedule 5 to the Act allows a landlord to make a deduction on certain grounds in relation to the repayment of a deposit.

(F)

at a time when the landlord has not complied with regulations 66(1) and 66(2) of the EPB Regulations.

er when the valid energy performance certificate is a certificate which this paragraph requires that a landlord must give to you when a certificate given to you is valid under the EPB Regulations.

means the Energy Performance of Buildings (England and Wales) Regulations 2012;

*grifperfformiadyddilys*) is to be interpreted in accordance with regulations 66(1) and 66(2) of the EPB Regulations.

**Each of security and deposit requirements (F)**

at a time when security required by the landlord in connection with this contract in a form not permitted by term 6 has not been returned to the landlord.

at a time when any of paragraphs (3) to (5) of this term apply unless—

- been returned to you (or any person on whom you have agreed to allow such deduction as may have been agreed, or
- under paragraph 2 of Schedule 5 to the Act (38) and has been withdrawn, or settled by agreement between the parties.

connection with this contract but the landlord has not complied with the initial requirements of a standard occupation contract.

aid in connection with this contract but the landlord has not complied with the information required by term 7(2)(b).

certain grounds in relation to the repayment of a deposit.



# S

Connection with this contract is not  
 a deposit scheme.

# A

**hibited payments and holding  
les) Act 2019 (anaw 2) (F)**

M

- ingHomes(Feesetc.)(Wales)Act  
repaid,and  
aythedepositamountstoabreach

- prohibited payment or holding  
treated as having been repaid to  
or both of the following—

# P

Failure to ensure that working  
stalled (F)

when—

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

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

## L

**failure to supply electrical**

when—

- habitation by virtue of regulation  
an Habitation) (Wales)  
ical condition report, or to give

ical condition report, or to give  
Standard 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 give  
has not complied with regul  
Safety Regulations (require  
installations).  
(2) For the purposes of parag  
gulation 36(6) or (7) of the Gas  
e provision in question at any ti

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

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

(4) In this term—

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

### Court’s Order for posses

#### Effect of order for possession (F

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

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

onfirmation of certain other

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

### Failure to provide gas safety

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

llord who has not complied with the  
be treated as in compliance with the

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

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

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

e up possession of the dwelling  
—

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

(2) Paragraph (3) of this term may

- (a) it is a condition of the order that the same dwelling to one or more of the joint contract-holders (but not all of them), and
- (b) that joint contract-holders) continue to occupy the dwelling after the occupation date of the new contract.

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

## Variation

### Variation (F—except 73(1)(a) where it is a condition of the order)

73.(1) This contract may not be varied (except by or as a result of an enactment of the Senedd Cymru or an Act of the Welsh Ministers or regulation made by the Welsh Ministers).

- (a) in accordance with term 74 (variation of other terms) and 74 (variation of other terms)
- (b) by or as a result of an enactment of the Senedd Cymru or an Act of the Welsh Ministers or regulation made by the Welsh Ministers.

(2) A variation of this contract must be in accordance with term 75.

### Variation of terms other than the fundamental terms

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

### Limitation on variation (F)

75.(1) A fundamental term of this contract may not be varied (except by or as a result of an enactment of the Senedd Cymru or an Act of the Welsh Ministers).

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

- (a) term 7 (requirement to occupy the dwelling as a principal residence),
- (b) term 8 (anti-social behaviour),
- (c) term 33 (joint contract-holders),
- (d) term 34 (permissible tenants),
- (e) term 37 (death of sole tenant),
- (f) term 45 (possession of the dwelling).

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

after the occupation date of the new contract.

on the occupation date of the new contract.

variation of other consideration),

of Senedd Cymru or an Act of the Welsh Ministers.

of any enactment) must be in accordance with term 75.

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

paragraph (2) of this term may not be varied (except by or as a result of an enactment of the Senedd Cymru or an Act of the Welsh Ministers).

term applies are—

prohibited conduct),  
a party to the occupation



(3) The landlord may not charge 1) or (2) of this term.

(4) You may request a further

(5) The landlord may charge a

(6) The land lord must give you 14 days starting with—

- (a) the day of the request  
(b) if the landlord charges

**Written statement of variation (1**

77.(1) If this contract is varied to a shorter or longer period, give you—

- (a) awrittenstatementofth  
(b) awrittenstatementofth

unless the landlord has given notice of a variation of rent (variation of rent), or term 5

(2) The relevant period is the period in which the relevant variable is varied.

(3) The land lord may not charge 1) of this term.

## Provision of information by land

78.(1) The landlord must, before the occupation date, give you the documents that are intended to be used for the purpose of the lease.

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

(3) If the address to which you  
nages, the landlord must, before  
ch the address changes, give

## Compensationforbreachof

79.(1) If the landlord fails to comply with the provisions of this section, the tenant shall be liable to pay you compensation.

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

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

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

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

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

### Inventory(S)

80.(1) The landlord must provide a written inventory of the dwelling no later than the date by which the landlord is required to provide a statement of this contract in writing.

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

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

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

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

- (a) amend the inventory in accordance with the comments and send the amended inventory to you;
- (b) inform you that the comments are not accepted, and re-send the original inventory to you, with a copy of the comments; or
- (c) amend the inventory in accordance with the comments and send the amended inventory to you, with a copy of the comments and a record of the comments which have not been accepted.

relevant date and every day after the relevant date until—

the day on which the tenancy in question, or  
the 12 months starting with the relevant date.

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

the day referred to in paragraph (2)(b) of this term, at the rate prevailing under section 6 of the Commercial Debts (Interest) Act 1998 at the end of that day.

the day on which the tenancy in question, or  
the 12 months starting with the relevant date.

in relation to the dwelling no later than the date by which the landlord is required to provide you with the written statement of this contract in writing.

including all fixtures and fittings and the condition of the furniture.

the inventory, you may provide comments to the landlord.

within 14 days, the inventory is deemed to be accurate.

within 14 days, the landlord must either—

the comments and send the amended inventory to you;

and, and re-send the original inventory to you, with a copy of the inventory, or a copy of the comments and send the amended inventory to you, with a copy of the comments and a record of the comments which have not been accepted.

## Other matters

### False statement inducing landlord (F)

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

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

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

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

### Forms of notices etc. (F+)

82.(1) Any notice, statement or other document made by this contract must be in the prescribed form.

(2) Sections 236<sup>40</sup> and 237 of the Act provide a provision about form of notices and other documents, and about how notices are to be given to a person by or on behalf of the landlord.

### Passing notices etc. to the landlord

83. You must—

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

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

### False statement inducing landlord to be treated as breach of contract (F)

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

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

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

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

82.(1) Any notice, statement or other document made by this contract must be in the prescribed form.

(2) Sections 236<sup>40</sup> and 237 of the Act provide a provision about form of notices and other documents, and about how notices are to be given to a person by or on behalf of the landlord.

83. You must—  
(a) keep safe any notices, statements or other documents delivered to the dwelling by the landlord, and  
(b) as soon as is reasonable, deliver to the landlord the original copies of any such notices, orders or other documents.

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

## ANNEX

See term49

### ESTATE MANAGEMENT GROUNDS

#### REDEVELOPMENT GROUNDS

##### *Ground A (building works)*

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

##### *Ground B (redevelopment schemes)*

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

### SPECIAL ACCOMMODATION GROUNDS

##### *Ground C (charities)*

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

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



*Ground D (dwelling suitable for disabled persons)*

4 The dwelling has features different from those of ordinary dwellings and which make it suitable for occupation by a physically disabled person in accommodation of a kind provided by the dwelling and –

- (a) there is no let of the dwelling, and
- (b) the landlord is not occupying the dwelling (whether alone or with another person or persons).

*Ground E (housing associations and housing trusts)*

5 (1) The landlord is a housing association or a housing trust which makes dwellings available only for occupation (whether alone or with another person or persons) by people who are difficult to house, and –

- (a) either there is no let of the dwelling or the housing authority has granted the tenant a right to occupy another dwelling under a tenancy, and
- (b) the landlord is not occupying the dwelling (whether alone or with another person or persons).

(2) A person is difficult to house if special circumstances (other than financial) make it difficult for him or her to satisfy his or her need for housing.

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

6 The dwelling constitutes a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and –

- (a) a social service or other authority has provided in close proximity to the dwelling accommodation for persons with those special needs, and
- (b) there is no let of the dwelling, and
- (c) the landlord is not occupying the dwelling (whether alone or with another person or persons).

**UNDER-OCCUPATION GROUNDS**

*Ground G (reserve successors)*

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

*Ground H (joint contract-holders)*

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

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

- (a) there is no let of the dwelling, and
- (b) the landlord is not occupying the dwelling (whether alone or with another person or persons).

*Ground E (housing associations and housing trusts)*

(1) The landlord is a housing association or a housing trust which makes dwellings available only for occupation (whether alone or with another person or persons) by people who are difficult to house, and –

- (a) either there is no let of the dwelling or the housing authority has granted the tenant a right to occupy another dwelling under a tenancy, and
- (b) the landlord is not occupying the dwelling (whether alone or with another person or persons).

(2) A person is difficult to house if special circumstances (other than financial) make it difficult for him or her to satisfy his or her need for housing.

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

- (a) a social service or other authority has provided in close proximity to the dwelling accommodation for persons with those special needs, and
- (b) there is no let of the dwelling, and
- (c) the landlord is not occupying the dwelling (whether alone or with another person or persons).

or occupation by a person who has a right to occupy the dwelling (whether alone or with members of his or her family).

n contract under section 73 as a reserve successor (see section 73) and the accommodation comprised in the contract is more extensive than that required by the contract-holder.

ond condition are met.

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

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

(3) The second condition is that

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

rights and obligations under the

or

the dwelling is more extensive than the contract-holder (or contract-

landlord, the remaining contract-holders do not) meet the criteria for using accommodation.

#### OTHER ESTATE MANAGEMENT REASONS

##### *Ground I (other estate management reasons)*

9 (1) This ground arises where the landlord has a reasonable estate management reason that the landlord should

(2) An estate management reason

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

for some other substantial estate management reason that the landlord should have the dwelling.

relate to –

in relation to the dwelling, or in relation to the purposes for which they