

# WRITTEN STATEMENT OF A FIXED TERM STANDARD OCCUPATION CONTRACT FOR A TERM OF UP TO THREE YEARS

## Part 1 EXPLANATORY INFORMATION

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 ("the Act"). The contract is between you, as the "contract-holder", and the "landlord".

Your landlord must give you a written statement, free of charge, within 14 days of the "occupation date" (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, the landlord may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

<b>"Key Matters"</b>	that is:
	<ul style="list-style-type: none"><li>• the address of the dwelling;</li><li>• the occupation date;</li><li>• the amount of rent (or other consideration<sup>1</sup>);</li><li>• the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly));</li><li>• the fact that this is a fixed term contract; and</li><li>• if there are periods during which the contract-holder is not entitled to occupy the dwelling as home, details of those periods.</li></ul>
<b>"Fundamental Terms"</b>	these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act <sup>2</sup> . However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.
<b>"Supplementary Terms"</b>	these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a

<sup>1</sup> "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

<sup>2</sup> Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement. THIS HAS BEEN IDENTIFIED USING CAPITAL LETTERS FOR ADDITIONAL WORDING AND/OR STRIKING THROUGH FOR DELETED WORDING.

The terms of your contract may also include:

**"Additional Terms"**

these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term. THESE TERMS ARE THE TERMS INCLUDED AT **ANNEXURE 2**.

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

An incorrect or incomplete written statement may mean 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 copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the landlord. It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied:

you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you;

you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid); or

your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative dwelling is available (or will be available when the order takes effect), and it is reasonable to evict you.

If you remain in occupation of the dwelling after the end of the fixed term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling. THE TERMS OF THIS NEW PERIODIC STANDARD CONTRACT ARE SET OUT IN **ANNEXURE 5**.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. IF THIS CONTRACT PERMITS SOMEONE TO LIVE WITH YOU AT THE DWELLING, someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling. THIS IS ALWAYS SUBJECT TO THE LIMITS IMPOSED BY THIS CONTRACT.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

## **Part 2 KEY MATTERS**

Unless it is otherwise brought to an end, this fixed term standard contract gives you a right to occupy the dwelling for the term set out below<sup>3</sup>.

**The key matters and information about the deposit and landlord are set out below.**

THIS CONTRACT IS DATED 15/02/2024

This contract is between:

- Grainger Land & Regeneration Ltd of 1<sup>st</sup> Floor Citygate, St. James Boulevard, Newcastle upon Tyne, NE1 4JE (*landlord*)(s); [and]

Joe Smith of Apt 101, 5 Capital Quarter, Tyndall St, Cardiff, CF10 4DS

- (*contract-holder*)(s); [AND]
- [[GUARANTOR] OF [ADDRESS] (*GUARANTOR*)(S)]

It relates to:

Apt 101, 5 Capital Quarter, Tyndall St, Cardiff, CF10 4DS  
(*the dwelling*)

The initial rent is £1,200 per month (*delete as applicable*)<sup>4</sup> PAYABLE IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT AND (IF THE FIXED TERM GRANTED BY THIS CONTRACT IS FOR MORE THAN 12 MONTHS) SUBJECT TO REVIEW IN ACCORDANCE WITH **TERM 26 OF ANNEXURE 2**.

The first payment is to be made on OR BEFORE THE OCCUPATION DATE

And further payments are to be made ON THE 1st OF EACH MONTH (*RENT DAYS*)

THE RENT INCLUDES THE COST OF BASIC INTERNET SERVICES TO THE DWELLING (AS DEFINED IN **TERM 1.1 OF ANNEXURE 2**)

This fixed term standard contract will end on 14/02/2025

You can contact the landlord:

- by post: Grainger Land & Regeneration Ltd, 1<sup>st</sup> Floor Citygate, St. James Boulevard, Newcastle upon Tyne, NE1 4JE
- by telephone: 0207 940 9500
- by e-mail: info@graingerplc.co.uk

You have paid a deposit of £1,200

For more information about the holding of your deposit: Tenancy Deposit Scheme (TDS)

The occupation date (when you can begin occupying the dwelling) is: 15/02/2024

THIS OCCUPATION CONTRACT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND THE LANDLORD WHICH COMES INTO EFFECT ON THE DATE OF THE CONTRACT SET OUT ABOVE.

Please sign below as evidence of your agreement to this contract

<sup>3</sup> If you remain in occupation of the dwelling after the end of the term, you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

<sup>4</sup> Where other consideration is due, the details must be set out here. 'Other consideration' could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

Contract-holder(s)

Name \_\_\_\_\_ Joe Smith \_\_\_\_\_

Signature \_\_\_\_\_ J.Smith \_\_\_\_\_

Date \_\_\_\_\_ 15/02/2024 \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Landlord(s)

Name \_\_\_\_\_ Grainger Land & Regeneration Ltd \_\_\_\_\_

Signature \_\_\_\_\_

DULY AUTHORISED FOR AND ON BEHALF OF THE LANDLORD

Date \_\_\_\_\_ 15/02/2024 \_\_\_\_\_

[Guarantor(s)]

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ ]

Rent Smart Wales

Registration Number \_\_\_\_\_ RN-12170-49202 \_\_\_\_\_  
(if applicable)

Licence Number \_\_\_\_\_

LR-75126-40252 \_\_\_\_\_  
(if applicable)

### **PART 3 FIXED TERM STANDARD CONTRACT - FUNDAMENTAL AND SUPPLEMENTARY TERMS**

The fundamental and supplementary terms of this fixed term standard contract are set out in this Part.

Key:

(A)	additional terms have <b>(A)</b> added
(F)	fundamental terms that cannot be left out of this contract or changed <sup>5</sup> have <b>(F)</b> added
(F+)	fundamental terms that can be left out of this contract or changed where the effect would be to improve the position of the contract-holder have <b>(F+)</b> added
(S)	supplementary terms have <b>(S)</b> added
"you" and "your"	where a term is referring to the contract-holder
Act	means the Renting Homes (Wales) Act 2016
landlord	Grainger Land & Regeneration Ltd of 1 <sup>st</sup> Floor Citygate, St. James Boulevard, Newcastle-upon-Tyne, NE1 4JE
"including" and "include"	any lists following these words are illustrative and non-exhaustive
Text shown in CAPITALS	new text that has been added to a fundamental or supplementary term
Text struck through	text that has been omitted from a fundamental or supplementary term

Footnotes do not form part of the terms of this contract but have been included where that is helpful.

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<sup>5</sup>

Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

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## TERMS

### 1. Rent and other charges

#### 1.1 PAYMENT AND receipt of rent or other consideration AND PAYMENT OF OTHER CHARGES (S)

- 1.1.1 YOU WILL PAY THE RENT AND ANY OTHER SUMS DUE TO THE LANDLORD IN THE MANNER SET OUT IN THIS CONTRACT.
- 1.1.2 THE RENT DOES NOT INCLUDE COUNCIL TAX AND UTILITIES. THE RENT INCLUDES BASIC INTERNET SERVICES IF INTERNET SERVICES ARE SPECIFIED AS INCLUDED IN **PART 2 KEY MATTERS**.
- 1.1.3 THE RENT IS PAYABLE IN ADVANCE ON THE RENT DAYS SET OUT IN **PART 2 KEY MATTERS** AND THE FIRST PAYMENT WILL BE PAID ON OR BEFORE THE OCCUPATION DATE AND WILL BE CALCULATED ON A PRO-RATA BASIS FROM THE OCCUPATION DATE TO BUT EXCLUDING THE FIRST OF THE RENT DAYS FALLING AFTER THE OCCUPATION DATE.
- 1.1.4 FROM THE FIRST PAYMENT OF RENT THE LANDLORD WILL DEDUCT ANY HOLDING DEPOSIT YOU HAVE PAID.
- 1.1.5 THE FIRST AND ALL FUTURE PAYMENTS OF RENT MUST BE MADE BY YOU TO THE LANDLORD'S DESIGNATED BANK ACCOUNT (DETAILS OF WHICH ARE SET OUT IN **PARAGRAPH 1.1 OF ANNEXURE 2**). THE LANDLORD WILL NOTIFY YOU IN WRITING IF THE DETAILS CHANGE AT ANY TIME DURING THE CONTRACT.
- 1.1.6 IF YOU ARE MORE THAN 7 DAYS LATE IN PAYING RENT DUE THE LANDLORD RESERVES THE RIGHT TO CHARGE INTEREST ON THE AMOUNT OUTSTANDING AT THE INTEREST RATE (AS DEFINED IN **PARAGRAPH 1.1 OF ANNEXURE 2**) UNTIL PAYMENT IN FULL IS MADE. THIS WILL BE CALCULATED ON A DAILY BASIS STARTING ON THE DATE THAT PAYMENT FELL DUE TO THE DATE OF ACTUAL RECEIPT OF PAYMENT, BOTH DATES INCLUSIVE. THE LANDLORD WILL SEEK TO RECOVER THE INTEREST AS THOUGH IT WERE THE RENT PAYMENT ITSELF.
- 1.1.7 ANY PAYMENTS IN RESPECT OF OR ON ACCOUNT OF RENT MADE BY OR DRAWN ON ACCOUNTS OTHER THAN THOSE OF THE CONTRACT-HOLDER NAMED IN THIS CONTRACT WILL BE ACCEPTED BY THE LANDLORD AS PAYMENT MADE ON BEHALF OF THE CONTRACT-HOLDER ONLY AND IN NO CIRCUMSTANCES SHALL THIS CONSTITUTE THE CREATION OF A NEW CONTRACT TO ANY OTHER PERSON. THE LANDLORD RESERVES THE RIGHT TO DECLINE TO ACCEPT ANY PAYMENT MADE OTHER THAN BY THE CONTRACT-HOLDER NAMED IN THIS CONTRACT.
- 1.1.8 ACCEPTANCE OF RENT BY THE LANDLORD SHALL AT ALL TIMES BE WITHOUT PREJUDICE TO AND SHALL NOT BE A WAIVER OF THE LANDLORD'S RIGHTS AND REMEDIES IN RESPECT OF ANY BREACH OF YOUR AGREEMENTS OR RESPONSIBILITIES CONTAINED IN THIS CONTRACT.
- 1.1.9 SUBJECT TO **PARAGRAPH 1.1.10** OF THIS TERM IF YOU ARE MORE THAN 7 DAYS LATE IN PAYING ANY SUM OTHER THAN RENT DUE UNDER THIS CONTRACT THE LANDLORD RESERVES THE RIGHT TO CHARGE INTEREST ON THE AMOUNT OUTSTANDING AT THE INTEREST RATE (AS DEFINED IN **PARAGRAPH 1.1 OF ANNEXURE 2**) UNTIL PAYMENT IN FULL IS MADE. THIS WILL BE CALCULATED ON A DAILY BASIS STARTING ON THE DATE THAT PAYMENT FELL DUE TO THE DATE OF ACTUAL RECEIPT OF PAYMENT, BOTH DATES INCLUSIVE. THE LANDLORD WILL SEEK TO RECOVER THE INTEREST AS THOUGH IT WERE THE PAYMENT ITSELF.

- 1.1.10 INTEREST SHALL NOT BE PAYABLE ON PAYMENTS DUE TO THE LANDLORD UNDER **TERM 8.10**.
- 1.1.11 IF YOU HAVE NOT ALREADY DONE SO YOU MUST REGISTER WITH THE RELEVANT LOCAL AUTHORITY FOR PAYMENT OF COUNCIL TAX FROM THE ORIGINAL OCCUPATION DATE (AS DEFINED IN **PARAGRAPH 1.1 OF ANNEXURE 2**). YOU MUST PAY ALL COUNCIL TAX DIRECTLY TO THE RELEVANT LOCAL AUTHORITY ON DEMAND.
- 1.1.12 YOU MUST PAY TO THE RELEVANT UTILITY COMPANY (OR, IF THE LANDLORD RECHARGES THE COST OF UTILITIES TO YOU, TO THE LANDLORD) ALL CHARGES FOR ALL UTILITIES THAT ARE SUPPLIED TO THE DWELLING. WHERE A UTILITY IS CHARGED DIRECTLY BY A UTILITY COMPANY, IF YOU HAVE NOT ALREADY DONE SO YOU MUST ARRANGE FOR THE UTILITY ACCOUNT TO BE TRANSFERRED INTO YOUR NAME FROM THE ORIGINAL OCCUPATION DATE (DEFINED AT **PARAGRAPH 1.1 OF ANNEXURE 2**). YOU WILL BE RESPONSIBLE FOR ANY TRANSFER OR RECONNECTION CHARGES OF THE UTILITY COMPANY.
- 1.1.13 YOU MUST PAY ANY APPLICABLE TV LICENCE FEES TO THE BRITISH BROADCASTING CORPORATION FROM THE ORIGINAL OCCUPATION DATE UNTIL YOU VACATE THE DWELLING AT THE END OF THIS CONTRACT.
- 1.1.14 Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration<sup>6</sup> paid or provided under the contract.

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

- 1.2.1 SUBJECT TO **PARAGRAPH 1.2.2** OF THIS TERM you are not required to pay the rent in respect of any day or part day during which:
  - 1.2.1.1 the dwelling is unfit for human habitation<sup>7</sup>; OR
  - 1.2.1.2 THE LANDLORD'S INSURER CONSIDERS THAT THE DWELLING IS UNFIT FOR OCCUPATION DUE TO DAMAGE TO THE BUILDING BY AN INSURED RISK
- 1.2.2 RENT SHALL NOT BE SUSPENDED UNDER **TERM 1.2.1 IF PARAGRAPHS 1.2.1.1 OR 1.2.1.2 APPLY WHOLLY OR MAINLY BECAUSE OF AN ACT OR OMISSION (INCLUDING AN ACT OR OMISSION AMOUNTING TO A LACK OF CARE AS DEFINED BY TERM 6.5.3) BY YOU OR A PERMITTED OCCUPIER OF THE DWELLING.**

## 1.3 Right of set off<sup>8</sup> (**F+**)

If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent<sup>9</sup>.

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<sup>6</sup> "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

<sup>7</sup> When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

<sup>8</sup> This term only applies to contracts under which rent is payable.

<sup>9</sup> The "right of set off" means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.

## 2. Deposit

### 2.1 Form of security (F+)

The landlord may not require security (which includes a deposit) to be given in any form other than:

- 2.1.1 money; or
- 2.1.2 a guarantee.

### 2.2 Requirement to use a deposit scheme (F)

- 2.2.1 If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme<sup>10</sup>.
- 2.2.2 Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must:
  - 2.2.2.1 comply with the initial requirements of the authorised deposit scheme; and
  - 2.2.2.2 give you (and any person who has paid the deposit on your behalf) the required information.
- 2.2.3 The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to:
  - 2.2.3.1 the authorised deposit scheme which applies;
  - 2.2.3.2 the landlord's compliance with the initial requirements of the scheme; and
  - 2.2.3.3 the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

## 3. Prohibited conduct

### 3.1 Anti-social behaviour and other prohibited conduct<sup>11</sup> (F)

- 3.1.1 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description):
  - 3.1.1.1 to live in the dwelling subject to this contract; or
  - 3.1.1.2 to live in a dwelling or other dwelling in the locality of the dwelling subject to this contract.
- 3.1.2 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity:

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<sup>10</sup> Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government's website.

<sup>11</sup> Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

- 3.1.2.1 in the dwelling subject to this contract; or
  - 3.1.2.2 in the locality of that dwelling.
- 3.1.3 You must not engage or threaten to engage in conduct:
- 3.1.3.1 capable of causing nuisance or annoyance to:
    - (a) the landlord; or
    - (b) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions; and
  - 3.1.3.2 that is directly or indirectly related to or affects the landlord's housing management functions.
- 3.1.4 You may not use or threaten to use the dwelling subject to this contract, including any common parts<sup>12</sup> and any other part of a building comprising the dwelling, for criminal purposes.
- 3.1.5 You must not, by any act or omission:
- 3.1.5.1 allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in **paragraphs 3.1.1 to 3.1.3** of this term; or
  - 3.1.5.2 allow, incite or encourage any person to act as mentioned in **paragraph 3.1.4** of this term.

#### 4. **Control of the dwelling**

##### 4.1 **Use of the dwelling by the contract-holder (S)**

- 4.1.1 You must not carry on or permit any trade or business at the dwelling
- 4.1.2 YOU MUST OCCUPY THE DWELLING AS A PRIVATE RESIDENCE AS YOUR ONLY OR PRINCIPAL HOME.

##### 4.2 **Permitted occupiers (S)**

You may NOT permit ANY persons OTHER THAN THE PERMITTED OCCUPIERS SET OUT IN **ANNEXURE 4** who are not lodgers<sup>13</sup> or sub-holders<sup>14</sup> to live in OR OCCUPY the dwelling as a home. YOU MAY ADD FAMILY MEMBERS AS PERMITTED OCCUPIERS WITH THE LANDLORD'S PRIOR WRITTEN CONSENT WHICH WILL NOT BE UNREASONABLY WITHHELD SUBJECT TO THE ADDITION OF A PERMITTED OCCUPIER NOT CAUSING OVERCROWDING OF THE DWELLING. IF THE LANDLORD ASKS YOU TO CONFIRM THE IDENITITY OF THE PERSONS WHO ARE IN ACTUAL OCCUPATION OF THE DWELLING YOU MUST PROVIDE THE LANDLORD WITH THIS INFORMATION WITHIN 21 DAYS.

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**12** The common parts of a dwelling are a) any part of a building comprising a dwelling and b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others.

**13** Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

**14** Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

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

- 4.3.1 The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.
- 4.3.2 The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.
- 4.3.3 The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act<sup>15</sup>).
- 4.3.4 The landlord is to be treated as having interfered with your right if a person who:
  - 4.3.4.1 acts on behalf of the landlord; or
  - 4.3.4.2 has an interest in the dwelling, or part of it, that is superior to the landlord's interest,interferes with your right by any lawful act or omission.

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

- 4.4.1 The landlord may enter the dwelling at any reasonable time for the purpose of:
  - 4.4.1.1 inspecting its condition and state of repair; or
  - 4.4.1.2 carrying out works or repairs needed in order to comply with the obligations set out in **terms 6.1** and **6.2** of this contract.
- 4.4.2 The landlord must give at least 24 hours' notice to you before exercising that right.
- 4.4.3 **Paragraph 4.4.4** of this term applies where:
  - 4.4.3.1 the dwelling forms part only of a building; and
  - 4.4.3.2 in order to comply with the obligations set out in **terms 6.1** and **6.2** the landlord needs to carry out works or repairs in another part of the building.
- 4.4.4 The landlord is not liable for failing to comply with the obligations under **terms 6.1** and **6.2** if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

#### 4.5 Landlord's right to enter the dwelling — repairs to fixtures and fittings AND OTHER MATTERS (S)

- 4.5.1 In circumstances where you have not undertaken the repairs that are your responsibility in accordance with **term 5.2.2** and **5.2.3**, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.
- 4.5.2 IN CIRCUMSTANCES WHERE YOU HAVE NOT COMPLIED WITH YOUR OBLIGATIONS UNDER **TERM 5.1** THE LANDLORD MAY PURSUANT TO **TERM 5.2.6** ENTER THE DWELLING AT ANY REASONABLE TIME FOR THE PURPOSES

<sup>15</sup> Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92. Sections 91 and 92 of the Act are reflected in terms 6.1 and 6.2 of this contract.

OF CARRYING OUT REPAIRS AND MAINTENANCE (INCLUDING DECORATIVE REPAIR).

- 4.5.3 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING AT ANY REASONABLE TIME FOR THE PURPOSES OF COMPLYING WITH THE LANDLORD'S LEGAL OBLIGATIONS.
- 4.5.4 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING AT ANY REASONABLE TIME TO MONITOR ANY WORKS OF DECORATIVE ALTERATION UNDERTAKEN PURSUANT TO **TERM 7.4**.
- 4.5.5 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING AT ANY REASONABLE TIME TO CARRY OUT REPAIRS OR ALTERATIONS TO NEIGHBOURING DWELLINGS OR PROPERTIES IF SUCH ACCESS IS REASONABLY REQUIRED TO CARRY OUT THE REPAIRS OR ALTERATIONS.
- 4.5.6 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING BETWEEN THE HOURS OF 9AM AND 8PM OR, IF OUTSIDE THIS TIME PERIOD AS AGREED WITH YOU IN ADVANCE, TO SHOW THE DWELLING TO PROSPECTIVE NEW CONTRACT HOLDERS, TENANTS OR OCCUPIERS.
- 4.5.7 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING, BETWEEN THE HOURS OF 9AM AND 8PM OR, IF OUTSIDE THIS TIME PERIOD AS AGREED WITH YOU IN ADVANCE, TO SHOW THE DWELLING TO ESTATE AGENTS, PROSPECTIVE PURCHASERS OF THE LANDLORD'S PROPERTY AND THEIR PROFESSIONAL ADVISORS.
- 4.5.8 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING AT ANY REASONABLE TIME FOR ANY OTHER REASONABLE PURPOSE, INCLUDING: SELLING OR MORTGAGING THE LANDLORD'S PROPERTY; BUILDING WORKS; IMPROVEMENT WORKS; HEALTH AND SAFETY ASSESSMENTS; AND MONITORING ENERGY CONSUMPTION AND EFFICIENCY.
- 4.5.9 FOR THE PURPOSES OF **TERMS 4.5.1 TO 4.5.8** (INCLUSIVE) the landlord must give you at least 24 hours' notice before entering the dwelling.
- 4.5.10 IF THE LANDLORD PROVIDES YOU WITH AT LEAST 24 HOURS' NOTICE IN ADVANCE THE LANDLORD MAY ACCESS THE DWELLING WHEN YOU ARE NOT THERE.

#### 4.6 **Landlord's right to enter the dwelling — Emergencies (S)**

- 4.6.1 In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.
- 4.6.2 If you do not provide access immediately, the landlord may enter the dwelling without your permission. THE LANDLORD MAY ALSO ENTER THE DWELLING WHEN YOU ARE NOT THERE.
- 4.6.3 If the landlord enters the dwelling in accordance with **paragraph 4.6.2** of this term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.
- 4.6.4 For the purposes of **paragraph 4.6.1** in this term, an emergency includes:
  - 4.6.4.1 something which requires urgent work to prevent the dwelling or dwellings, THE CONTENTS, THE BUILDING OR ANY PROPERTY in the vicinity from being severely damaged, further damaged or destroyed; and

4.6.4.2 something which if not dealt with by the landlord immediately, would put at imminent risk the LIFE OR health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

5. **Care of the dwelling – contract-holder's responsibilities**

5.1 **Duty to take care of the dwelling AND THE COMMON PARTS (S)**

You are not liable for fair wear and tear to the dwelling or to THE CONTENTS OR THE COMMON PARTS but must:

- 5.1.1 take proper care of the dwelling, THE CONTENTS AND THE COMMON PARTS BY NOT CAUSING ANY DAMAGE TO THE DWELLING, THE CONTENTS OR THE COMMON PARTS;
- 5.1.2 not remove any CONTENTS from the dwelling without the consent of the landlord;
- 5.1.3 keep the dwelling AND THE COMMON PARTS in a state of reasonable decorative order BY:
  - 5.1.3.1 NOT REMOVING FROM, AFFIXING TO OR DAMAGING THE DECORATIVE FINISH OF THE DWELLING OR THE COMMON PARTS; AND
  - 5.1.3.2 REDECORATING THE DWELLING WHERE NECESSARY DUE TO CAUSES OTHER THAN FAIR WEAR AND TEAR TO A GOOD STANDARD AND IN THE SAME COLOUR;
- 5.1.4 not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier<sup>16</sup>, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling;
- 5.1.5 NOT LEAVE ANY ITEMS IN THE COMMON PARTS NOR OBSTRUCT THEM;
- 5.1.6 NOT DO ANYTHING WHICH COULD CAUSE DAMAGE TO ANY ELECTRICAL INSTALLATIONS OR OTHER EQUIPMENT IN OR SERVING THE DWELLING OR THE COMMON PARTS;
- 5.1.7 USE REASONABLE ENDEAVOURS TO ENSURE THAT THE COMMON PARTS AND ANY FIXTURES, FITTINGS, PLANT OR EQUIPMENT IN THEM, THE STRUCTURE OF AND THE EXTERIOR TO THE BUILDING ARE NOT DAMAGED BY ANY ACTS OR OMISSIONS;
- 5.1.8 KEEP THE DWELLING IN A CLEAN CONDITION;
- 5.1.9 CLEAN THE INSIDE OF THE WINDOWS OF THE DWELLING THAT YOU CAN REASONABLY AND SAFELY REACH (INSIDE AND OUT) AT LEAST ONCE A MONTH;
- 5.1.10 NOT BREAK ANY OF THE WINDOWS IN THE DWELLING OR THE COMMON PARTS;
- 5.1.11 REPLACE ALL FUSES, LIGHT BULBS AND FLUORESCENT TUBES WITHIN THE DWELLING WHEN THEY REACH THE END OF THEIR USEFUL LIFE;

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<sup>16</sup> Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

- 5.1.12 NOT BLOCK ANY GUTTERS, SEWERS, DRAINS, TOILET BOWLS, CISTERNS, BASINS, BATHS, SHOWERS, WATER PIPES, CHIMNEYS, DUCTS AND OTHER FITTINGS YOU HAVE REASONABLE ACCESS TO;
- 5.1.13 COMPLY WITH ALL RELEVANT LEGISLATION, REGULATIONS, BRITISH STANDARDS AND CODES OF PRACTICE IN RESPECT OF ANY REPAIRS OR MAINTENANCE WORKS YOU CARRY OUT TO THE DWELLING; AND
- 5.1.14 IN THE EVENT THAT YOU ELECT TO INSTRUCT CONTRACTORS IN ORDER TO COMPLY WITH YOUR OBLIGATION UNDER **PARAGRAPH 5.1.13** OF THIS TERM YOU MUST ENSURE THAT THEY ARE APPROPRIATELY QUALIFIED AND ACCREDITED.

## 5.2 **Duty to notify landlord of defect or disrepair (S)**

- 5.2.1 You must notify the landlord IN WRITING as soon as reasonably practicable BUT, IN ANY EVENT, ALWAYS WITHIN 24 HOURS OF BECOMING AWARE of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility OR ANY DEFAULT IN THE PROVISION OF THE INTERNET SERVICES IDENTIFIED AS BEING INCLUDED IN THE RENT IN **PART 2 KEY MATTERS**.
- 5.2.2 Where you reasonably believe that any fault, defect, damage or disrepair to the CONTENTS is not the landlord's responsibility, you must, within a reasonable period of time, carry out repairs to such CONTENTS, or replace them.
- 5.2.3 The circumstances in which **paragraph 5.2.2** of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care<sup>17</sup> by you, any permitted occupier or any person visiting the dwelling.
- 5.2.4 YOU MUST NOTIFY THE LANDLORD IN WRITING AS SOON AS REASONABLY PRACTICABLE BUT, IN ANY EVENT, ALWAYS WITHIN 24 HOURS OF BECOMING AWARE OF ANY MATTER THAT MAY REQUIRE THE LANDLORD TO CLAIM UPON ITS BUILDINGS INSURANCE POLICY.
- 5.2.5 YOU MUST NOTIFY THE LANDLORD IMMEDIATELY IF YOU BECOME AWARE OF ANY BURGLARY OR ATTEMPTED BREAK IN AT THE DWELLING OR BUILDING.
- 5.2.6 IN THE EVENT THAT YOU FAIL TO COMPLY WITH YOUR OBLIGATIONS UNDER **TERM 5.1** THE LANDLORD IS ENTITLED TO SERVE NOTICE ON YOU REQUIRING THAT YOU COMPLY WITH THE OBLIGATION WITHIN A REASONABLE PERIOD OF TIME AS SPECIFIED IN THE NOTICE. IF YOU FAIL TO DO SO THE LANDLORD IS ENTITLED TO (BUT IS NOT OBLIGED TO) ENTER THE DWELLING TO CARRY OUT THE OBLIGATION AND EFFECT THE REPAIRS AND MAINTENANCE (INCLUDING DECORATIVE REPAIR) TO THE DWELLING AND/OR THE CONTENTS ON YOUR BEHALF AND THE LANDLORD IS ENTITLED TO CLAIM DAMAGES FROM YOU TO COVER THE REASONABLE COSTS OF DOING SO.

## 6. **Care of the dwelling — landlord's obligations**

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

- 6.1.1 The landlord must ensure that the dwelling is fit for human habitation<sup>18</sup>:

  - 6.1.1.1 on the occupation date of this contract; and

<sup>17</sup> Section 96(3) of the Act defines "lack of care" as a failure to take proper care (a) of the dwelling, or (b )if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.

<sup>18</sup> When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.

- 6.1.1.2 for the duration of this contract.
- 6.1.2 The reference to the dwelling in **paragraph 6.1.1** of this term includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.
- 6.2 Landlord's obligation to keep dwelling in repair (F+)**
- 6.2.1 The landlord must:
- 6.2.1.1 keep in repair the structure and exterior of the dwelling (including drains, gutters, and external pipes); and
- 6.2.1.2 keep in repair and proper working order the service installations in the dwelling.
- 6.2.2 If the dwelling forms part only of a building, the landlord must:
- 6.2.2.1 keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest; and
- 6.2.2.2 keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either:
- (a) forms part of any part of the building in which the landlord has an estate or interest; or
- (b) is owned by the landlord or is under the landlord's control.
- 6.2.3 The standard of repair required by **paragraphs 6.2.1** and 6.2.2 of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.
- 6.2.4 In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.
- 6.3 Further landlord obligations in relation to terms 6.1 and 6.2 (F+)**
- 6.3.1 The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under **terms 6.1** and **6.2**.
- 6.3.2 The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under **terms 6.1** and **6.2**.
- 6.4 Limits on landlord obligations in relation to terms 6.1 and 6.2: General (F+)**
- 6.4.1 **Term 6.1** does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- 6.4.2 The landlord's obligations under **paragraphs 6.1.1** and **6.2.1** do not require the landlord:
- 6.4.2.1 to keep in repair anything which you are entitled to remove from the dwelling; or
- 6.4.2.2 to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

- 6.4.3 If the dwelling forms part only of a building, the landlord's obligation under **terms 6.1.1** and **6.2.1** do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.
- 6.4.4 Relevant causes for the purpose of **paragraphs 6.4.2.2** and **6.4.3** of this term are fire, storm, flood or other inevitable accident.
- 6.4.5 **Term 6.2.2** does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of:
- 6.4.5.1 the dwelling; or
  - 6.4.5.2 the common parts that you are entitled to use under this contract.
- 6.5 **Limits on landlord obligations in relation to terms 6.1 and 6.2: contract-holder's fault (F+)**
- 6.5.1 **Term 6.1.1** does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.
- 6.5.2 The landlord is not obliged by **term 6.2.1** or **6.2.2** to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.
- 6.5.3 "Lack of care" means a failure to take proper care:
- 6.5.3.1 of the dwelling; or
  - 6.5.3.2 if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.
- 6.6 **Limits on landlord obligations in relation to terms 6.1 and 6.2: notice (F+)**
- 6.6.1 The landlord's obligations under **term 6.1.1.2** and under **term 6.2.1** and **6.2.2** do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
- 6.6.2 The landlord complies with the obligations under **term 6.1.1.2** and under **terms 6.2.1** and **6.2.2** if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.
- 6.6.3 If:
- 6.6.3.1 the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"); and
  - 6.6.3.2 the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with **term 6.1.1** or **6.2.1** or **6.2.2**,
- the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

## 6.7 Rights of permitted occupiers (F+)

- 6.7.1 A permitted occupier<sup>19</sup> who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with **term 6.1** or **6.2**, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.
- 6.7.2 But a permitted occupier who is a lodger<sup>20</sup> or sub-holder<sup>21</sup> may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation<sup>22</sup> contract is made, in accordance with this contract.

## 7. Making changes to the dwelling or utilities

### 7.1 Changes to the dwelling (S)

SAVE FOR THE ALTERATIONS THAT MAY BE CARRIED OUT WITH LANDLORD'S CONSENT PURSUANT TO **TERM 7.4** you must not make any alteration to the dwelling.

7.3 the purposes of **paragraph 7.2** of this term, "alteration" includes:

- 7.3.1 ANY ALTERATION, REMOVAL OR REPLACEMENT OF THE STRUCTURE OF THE BUILDING, EG KNOCKING DOWN OR PUTTING UP WALLS, OR ALTERING THE CONFIGURATION OF THE DWELLING;
- 7.3.2 ANY ALTERATION, REMOVAL OR REPLACEMENT OF NON-STRUCTURAL ELEMENTS OF THE DWELLING, SUCH AS NON-LOAD BEARING PARTITION WALLS;
- 7.3.3 any REMOVAL, addition to or alteration of the fixtures and fittings in the dwelling;
- 7.3.4 the erection of an aerial, CCTV or satellite dish;
- 7.3.5 THE INSTALLATION, ALTERATION OR REMOVAL OF CABLE TELEVISION OR TELEPHONE CABLES AND ASSOCIATED INSTALLATIONS;
- 7.3.6 INSTALLATION OF CENTRAL HEATING OR ALTERNATIVE HEATING APPARATUS IN THE DWELLING;
- 7.3.7 ALTERATIONS TO DOORS, WINDOWS OR FLOORING;
- 7.3.8 ALTERATIONS TO ANY SAFETY CONTROLS ON DOORS AND WINDOWS;
- 7.3.9 WALLPAPERING OR ARTEXING;
- 7.3.10 FIXING PICTURES, POSTERS AND OTHER ITEMS TO THE WALLS CEILINGS OR WOODWORK;
- 7.3.11 ALTERATION TO THE EXTERNAL BALCONY / FAÇADE;

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<sup>19</sup> Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

<sup>20</sup> Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

<sup>21</sup> Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

<sup>22</sup> Section 59(2) of the Act provides that a "sub-occupation contract" is an occupation contract (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates

- 7.3.12 INSTALLATION OF BLINDS AND OTHER WINDOW FURNITURE;
  - 7.3.13 the erection, removal or structural alteration to sheds, garages or any other structures in OR FORMING PART OF the dwelling OR THE BUILDING; and
  - 7.3.14 the carrying out of INTERNAL OR external decoration to the dwelling.
- 7.4 WITH THE PRIOR WRITTEN CONSENT OF THE LANDLORD YOU MAY:
- 7.4.1 CARRY OUT DECORATION WORKS TO THE INTERIOR OF THE DWELLING TO A GOOD STANDARD AND IN A COLOUR APPROVED BY THE LANDLORD, SAVE THAT REDECORATION IN COMPLIANCE WITH **TERM 5.1.3.2** WILL NOT REQUIRE THE LANDLORD'S CONSENT; AND
  - 7.4.2 FIX POSTERS, PICTURES, PHOTOGRAPHS OR ORNAMENTS TO THE WALLS, CEILINGS OR WOODWORK, USING A REASONABLE NUMBER OF PICTURE HOOKS, SUBJECT TO A CONDITION THAT WHEN YOU VACATE THE DWELLING AT THE END OF THIS CONTRACT, YOU MUST REMOVE ALL FIXINGS AND REPAIR ALL DAMAGE DONE, INCLUDING REMOVING ANY STAINING CAUSED BY THE METHOD OF FIXING.

## 7.5 **Changes to the provision of utilities to the dwelling (S)**

- 7.5.1 You may change any of the suppliers to the dwelling of:
  - 7.5.1.1 electricity,
  - 7.5.1.2 telephone, internet, cable television or satellite television services.
- BUT YOU MAY NOT CHANGE ANY OF THE SUPPLIERS TO THE DWELLING OF GAS OR OTHER FUEL, WATER (INCLUDING SEWERAGE) SERVICES, HEATING OR HOT WATER.
- 7.5.2 You must inform the landlord as soon as reasonably practicable of any changes made pursuant to **paragraph 7.5.1** of this term.
- 7.5.3 You must not:
  - 7.5.3.1 leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the ORIGINAL occupation date; or
  - 7.5.3.2 install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.
- 7.5.4 For the purposes of **paragraph 7.5.3.2** of this term, "*specified service installations*" means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water
- 7.5.5 UNLESS ALREADY INSTALLED ON THE ORIGINAL OCCUPATION DATE, YOU MUST NOT INSTALL ANY COIN OPERATED, PREPAID CARD OR KEY OPERATED METERS AT THE DWELLING (OR IN THE BUILDING) WITHOUT THE LANDLORD'S PRIOR WRITTEN CONSENT.

## 8. **Security and safety of the dwelling: contract-holder's responsibilities**

### 8.1 **Security of the dwelling – unoccupied periods (S)**

If you become aware that the dwelling has been or will be unoccupied for 14 or more consecutive days, you must notify the landlord IN WRITING as soon as reasonably

practicable. IF YOU PLAN TO LEAVE THE DWELLING UNOCCUPIED FOR MORE THAN 28 DAYS, YOU MUST LEAVE A KEY WITH THE LANDLORD IN CASE THERE IS AN EMERGENCY AND THE LANDLORD NEEDS ACCESS TO THE DWELLING UNDER **TERM 4.6**.

**8.2 Security of the dwelling – locks (S)**

- 8.3 You must take reasonable steps to ensure the dwelling is secure.
- 8.4 You may NOT change REMOVE OR INSTALL any lock on the external or internal doors OR WINDOWS of the dwelling, THE BUILDING OR THE COMMON PARTS.
- 8.5 WHEN LEAVING THE DWELLING UNATTENDED OR UNOCCUPIED FOR ANY LENGTH OF TIME YOU MUST ALWAYS LOCK AND SECURE ALL DEADLOCKS AND OTHER LOCKS AND BOLTS FITTED TO THE DOORS AND WINDOWS OF THE DWELLING.
- 8.6 YOU MUST NOT HAVE ANY ADDITIONAL KEYS CUT OR KEY FOBS OR ENTRY CARDS COPIED FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OR WINDOWS OF THE DWELLING, THE BUILDING OR THE COMMON PARTS.
- 8.7 YOU MUST NOT SHARE, DISCLOSE OR GIVE ANY KEYS, ACCESS KEY CODES, KEY FOBS OR ENTRY CARDS FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OR WINDOWS OF THE DWELLING, THE BUILDING OR THE COMMON PARTS TO ANY PERSON WHO IS NOT A PERMITTED OCCUPIER AND YOU MUST ENSURE PERMITTED OCCUPIERS DO NOT SHARE, DISCLOSE OR GIVE AWAY KEYS, KEY FOBS OR ENTRY CARDS TO A THIRD PARTY.
- 8.8 YOU MUST NOT LOSE ANY KEYS, KEY FOBS OR ENTRY CARDS FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OR WINDOWS OF THE DWELLING, THE BUILDING OR THE COMMON PARTS.
- 8.9 YOU MUST INFORM THE LANDLORD AS SOON AS REASONABLY POSSIBLE IF YOU LOSE, DISCLOSE, SHARE OR GIVE AWAY ANY ACCESS CODE, KEY, KEY FOB OR ENTRY CARD FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OR WINDOWS OF THE DWELLING, THE BUILDING OR THE COMMON PARTS.
- 8.10 IN THE EVENT THAT YOU BREACH THE TERMS OF THIS CONTRACT AND AS A RESULT A LOCK THAT GIVES ACCESS TO THE DWELLING NEEDS TO BE CHANGED, ADDED OR REMOVED, OR A KEY OR OTHER SECURITY DEVICE THAT GIVES ACCESS TO THE DWELLING NEEDS TO BE REPLACED, THE LANDLORD WILL CHARGE YOU THE ACTUAL COST (INCLUDING THE LABOUR OF A THIRD PARTY CONTRACTOR) OF CHANGING, ADDING OR REMOVING THE LOCK AND/OR REPLACING THE KEY OR OTHER SECURITY DEVICE AND WILL PROVIDE YOU WITH A COPY OF INVOICE(S) OR RECEIPT(S) EVIDENCING SUCH COSTS.

**9. Creating a sub-tenancy or sub-liscence, transferring the contract or taking out a mortgage**

**9.1 Permissible forms of dealing (F+)**

- 9.1.1 You may not deal with this contract, the dwelling or any part of the dwelling except:
- 9.1.1.1 in a way permitted by this contract; or
- 9.1.1.2 in accordance with a family property order (see section 251 of the Act)<sup>23</sup>.

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<sup>23</sup> Section 251 of the Act sets out the meaning of "family property order" for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

- 9.1.2 A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except:
  - 9.1.2.1 in a way permitted by this contract; or
  - 9.1.2.2 in accordance with a family property order.
- 9.1.3 If you do anything in breach of **paragraph 9.1.1** of this term, or a joint contract-holder does anything in breach of **paragraph 9.1.2** of this term:
  - 9.1.3.1 the transaction is not binding on the landlord; and
  - 9.1.3.2 you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).
- 9.1.4 "*Dealing*" includes:
  - 9.1.4.1 creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
  - 9.1.4.2 transferring; and
  - 9.1.4.3 mortgaging or otherwise charging.

## 9.2 **Permitting lodgers (S)**

You must not allow persons to live in the dwelling as lodgers<sup>24</sup>.

## 10. **Provisions about joint contract-holders**

### 10.1 **Adding a joint contract-holder (F+)**

- 10.1.1 You, as the contract-holder under this contract, and another person may, with the consent of the landlord<sup>25</sup>, make that person a joint contract-holder under the contract.
- 10.1.2 If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

### 10.2 **Joint contract-holder ceasing to be a party to a contract – survivorship (F)**

- 10.2.1 If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are:
  - 10.2.1.1 fully entitled to all the rights under this contract; and
  - 10.2.1.2 liable to perform fully every obligation owed to the landlord under this contract.

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<sup>24</sup> For the purposes of this term, section 244(3) and (4) of the Act states that 'a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.'

<sup>25</sup> When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a 'landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions'. What is reasonable is to be determined having regard to Schedule 6 to the Act.

- 10.2.2 The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.
- 10.2.3 Nothing in **paragraph 10.2.1 or 10.2.2** of this term removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- 10.2.4 This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

## 11. **Termination of contract – general**

### 11.1 **Permissible termination etc. (F)**

- 11.1.1 This contract may be ended only in accordance with:
  - 11.1.1.1 the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in **terms 11.1 to 11.4, 12.1 to 15.1 and term 18.1**<sup>26</sup>; or
  - 11.1.1.2 any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- 11.1.2 Nothing in this term affects:
  - 11.1.2.1 any right of the landlord or contract-holder to rescind the contract; or
  - 11.1.2.2 the operation of the law of frustration<sup>27</sup>.

### 11.2 **Termination by agreement (F+)**

- 11.2.1 If the landlord and you agree to end this contract, this contract ends:
  - 11.2.1.1 when you give up possession of the dwelling in accordance with what you agree with the landlord; or
  - 11.2.1.2 if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- 11.2.2 An occupation contract is a substitute contract if:
  - 11.2.2.1 it is made in respect of the same (or substantially the same) dwelling as the original contract; and
  - 11.2.2.2 you were also the contract-holder under the original contract.

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<sup>26</sup> The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 11.1 to 11.4, 12.1 to 15.1 and term 18.1.

<sup>27</sup> The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.

### 11.3 **Repudiatory breach by landlord (F+)**

If the landlord commits a repudiatory breach<sup>28</sup> of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

### 11.4 **Death of a sole contract-holder (F)**

11.4.1 If you are a sole contract-holder, this contract ends:

11.4.1.1 one month after your death; or

11.4.1.2 if earlier, when the landlord is given notice of your death by the authorised persons.

11.4.2 The authorised persons are:

11.4.2.1 your personal representatives; or

11.4.2.2 the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

11.4.3 The contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.

11.4.4 The contract does not end if, at your death, a family property order<sup>29</sup> has effect which requires the contract to be transferred to another person.

11.4.5 If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends:

11.4.5.1 when the order ceases to have effect; or

11.4.5.2 if later, at the time the contract would end under **paragraph 11.4.1** of this term.

### 11.5 **Contract-holders' obligations at the end of the contract (S)**

11.5.1 When you vacate the dwelling at the end of this contract, you must:

11.5.1.1 remove from the dwelling, THE COMMON PARTS AND ANY BICYCLE OR OTHER STORAGE FACILITIES all property belonging:

(a) to you; or

(b) to any permitted occupier who is not entitled to remain in occupation of the dwelling;

11.5.1.2 (SUBJECT TO **TERM 5.1**) return any property belonging to the landlord (INCLUDING THE DWELLING AND THE CONTENTS) to the STATE AND CONDITION that property was in on the ORIGINAL occupation date;

11.5.1.3 return to the landlord all keys, KEY FOBS AND ENTRY CARDS which enable access to the dwelling, which were held during the

<sup>28</sup> A repudiatory breach would a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.

<sup>29</sup> Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

- term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling;
- 11.5.1.4 RETURN ALL CONTENTS TO THE PLACES AS THEY WERE LISTED IN THE INVENTORY;
- 11.5.1.5 REPAIR TO A PROFESSIONAL STANDARD ANY WALL OR OTHER SURFACES ON WHICH YOU HAVE HUNG PHOTOGRAPHS, PICTURES, POSTERS ETC;
- 11.5.1.6 REDECORATE ANY ROOMS OR PARTS OF THE DWELLING TO THE LANDLORD'S SATISFACTION IF YOU HAVE DECORATED THEM WITHOUT THE LANDLORD'S WRITTEN CONSENT;
- 11.5.1.7 CLEAN THE DWELLING AND CONTENTS (INCLUDING CARPETS, CURTAINS AND SOFT FURNISHINGS SET OUT IN THE INVENTORY) TO A PROFESSIONAL STANDARD TO THE LANDLORD'S SATISFACTION. IF YOU BREACH THIS TERM THE LANDLORD IS ENTITLED TO CLAIM DAMAGES FROM YOU TO COVER THE COSTS THE LANDLORD INCURS IN CLEANING THE DWELLING AND CONTENTS TO A PROFESSIONAL STANDARD;
- 11.5.1.8 RETURN ANY HIRED TELEVISION OR OTHER EQUIPMENT OR APPLIANCE TO THE COMPANY YOU RENTED THEM FROM;
- 11.5.1.9 REMOVE ALL RUBBISH FROM THE DWELLING;
- 11.5.1.10 NOTIFY ALL UTILITY COMPANIES THE LOCAL AUTHORITY THE BRITISH BROADCASTING CORPORATION (IF APPLICABLE) AND ANY APPLICABLE INTERNET SERVICES PROVIDER OF THE DATE YOU VACATE THE DWELLING AT THE END OF THE CONTRACT AND PAY ALL OUTSTANDING UTILITIES COUNCIL TAX TELEVISION LICENCE (IF APPLICABLE) AND ANY APPLICABLE INTERNET SERVICES ACCOUNTS UP TO AND INCLUDING THE DAY THAT YOU VACATE THE DWELLING AT THE END OF THE CONTRACT. IF THE LANDLORD REQUESTS PROOF OF PAYMENT OF SUCH ACCOUNTS YOU MUST PROVIDE IT AS SOON AS REASONABLY PRACTICABLE. YOU MUST NOT ALLOW THE UTILITIES OR THE INTERNET SERVICES TO BE CUT OFF OR DISCONNECTED. IN THE EVENT THAT YOU ALLOW THE DISCONNECTION OF THE UTILITIES OR THE INTERNET SERVICES, YOU WILL BE LIABLE TO PAY THE RECONNECTION COSTS;
- 11.5.1.11 DELIVER TO THE LANDLORD ALL REMOTE CONTROL DEVICES WHICH FORM PART OF THE DWELLING OR THE CONTENTS; AND
- 11.5.1.12 PROVIDE THE LANDLORD WITH A FORWARDING ADDRESS WHERE YOU MAY BE CONTACTED FOR A MINIMUM PERIOD OF SIX MONTHS AFTER YOU HAVE VACATED THE DWELLING.
- 11.5.2 IF YOU FAIL TO REMOVE ANY OF THE PROPERTY REFERRED TO IN **TERM 11.5.1.1** THE LANDLORD WILL REMOVE AND STORE ANY ITEMS LEFT IN THE DWELLING, THE COMMON PARTS AND ANY BICYCLE OR OTHER STORAGE FACILITIES FOR A MAXIMUM OF ONE CALENDAR MONTH. YOU WILL BE CHARGED FOR THE STORAGE COSTS THE LANDLORD INCURS IN DOING SO. IF THE ITEMS ARE NOT COLLECTED WITHIN ONE CALENDAR MONTH THE LANDLORD WILL DISPOSE OF THEM AND YOU WILL BE CHARGED THE COSTS OF DISPOSAL.

## 11.6 **Repayment of rent or other consideration (S)**

The landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends. THIS **TERM 11.6** WILL NOT APPLY WHEN THE LANDLORD TERMINATES THIS CONTRACT DUE IN WHOLE OR IN PART TO ANY BREACH OR DEFAULT BY YOU OF YOUR OBLIGATIONS UNDER THIS CONTRACT.

## 12. **Termination by contract-holder**

### 12.1 **Early termination by contract-holder (F+)**

12.1.1 You may end this contract at any time before the earlier of:

12.1.1.1 the landlord giving you a written statement of this contract under **term 17.1.1**; or

12.1.1.2 the occupation date.

12.1.2 To end this contract under **paragraph 12.1** of this term, you must give a notice to the landlord stating that you are ending this contract<sup>30</sup>.

12.1.3 On giving the notice to the landlord, you:

12.1.3.1 cease to have any liability under this contract; and

12.1.3.2 become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

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

If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

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

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

The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in **terms 14.1 to 14.6** and **18.1**.

### 13.2 **Possession notices**

13.2.1 This term applies in relation to a possession notice which a landlord is required to give to a contract-holder under any of the following terms before making a possession claim:

13.2.1.1 **term 14.2** (in relation to a breach of contract by a contract-holder);

13.2.1.2 **term 14.4** (in relation to estate management grounds); and

13.2.1.3 **term 14.6** (in relation to serious rent arrears).

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<sup>30</sup> See term 18.2 regarding the giving of a notice.

- 13.2.2 The notice must (in addition to specifying the ground on which the claim will be made):
- 13.2.2.1 state the landlord's intention to make a possession claim;
  - 13.2.2.2 give particulars of the ground for seeking possession; and
  - 13.2.2.3 state the date after which the landlord is able to make a possession claim.

**14. Termination by the landlord: grounds for making a possession claim**

**14.1 Breach of contract (F+)**

- 14.1.1 If you breach this contract, the landlord may on that ground make a possession claim.
- 14.1.2 Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

**14.2 Restrictions on making a possession claim in relation to a breach of contract (F+)**

- 14.2.1 Before making a possession claim on the ground in **term 14.1**, the landlord must give you a possession notice specifying that ground.
- 14.2.2 The landlord may make a possession claim in reliance on a breach of **term 3.1** (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.
- 14.2.3 The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.
- 14.2.4 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.

**14.3 Estate management grounds (F+)**

- 14.3.1 The landlord may make a possession claim on one or more of the estate management grounds.
- 14.3.2 The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in ~~the Annex~~ **Annexure 1** to this contract.
- 14.3.3 Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless:
  - 14.3.3.1 it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act); and
  - 14.3.3.2 it is satisfied that suitable alternative dwelling (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).
- 14.3.4 If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.

14.3.5 **Paragraph 14.3.4** of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

14.4 **Restrictions on making a possession claim under term 14.3 (estate management grounds) (F+)**

14.4.1 Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.

14.4.2 The landlord may not make the claim:

14.4.2.1 before the end of the period of one month starting with the day on which the landlord gives you the possession notice; or

14.4.2.2 after the end of the period of six months starting with that day.

14.4.3 If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act<sup>31</sup> subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

14.4.4 The landlord may not give you a possession notice specifying estate management Ground G (dwelling not required by successor):

14.4.4.1 before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death; or

14.4.4.2 after the end of the period of twelve months starting with that day.

14.4.5 The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

14.5 **Serious rent arrears (F+)**

14.5.1 If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.

14.5.2 You are seriously in arrears with your rent:

14.5.2.1 where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;

14.5.2.2 where the rental period is a month, if at least two months' rent is unpaid;

14.5.2.3 where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears; or

14.5.2.4 where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

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<sup>31</sup>

Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in Annexure 1 to this contract).

14.5.3 Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights)<sup>32</sup> make an order for possession of the dwelling if it is satisfied that you:

14.5.3.1 were seriously in arrears with your rent on the day on which the landlord gave you the possession notice; and

14.5.3.2 are seriously in arrears with your rent on the day on which the court hears the possession claim.

**14.6 Restrictions on making a possession claim under term 14.5 (serious rent arrears) (F+)**

14.6.1 Before making a possession claim on the ground in **term 14.5**, the landlord must give you a possession notice specifying that ground.

14.6.2 The landlord may not make the claim:

14.6.2.1 before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice; or

14.6.2.2 after the end of the period of six months starting with that day.

**15. Court's Order for possession**

**15.1 Effect of order for possession (F+)**

15.1.1 If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends:

15.1.1.1 if you give up possession of the dwelling on or before that date, on that date;

15.1.1.2 if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling; or

15.1.1.3 if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

15.1.2 **Paragraph 15.1.3 of this term applies if:**

15.1.2.1 it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them); and

15.1.2.2 that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

15.1.3 This contract ends immediately before the occupation date of the new contract.

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<sup>32</sup>

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

## 16. Variation

### 16.1 Variation (F – except 16.1.1.1 which is F+)

- 16.1.1 This contract may not be varied except:
- 16.1.1.1 by agreement between you and the landlord; or
  - 16.1.1.2 by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- 16.1.2 A variation of this contract (other than by or as a result of an enactment) must be in accordance with **term 16.2**.

### 16.2 Limitation on variation (F)

- 16.2.1 The fundamental terms of this contract set out in **paragraph 16.2.2** of this term, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).
- 16.2.2 The fundamental terms to which **paragraph 16.2.1** of this term applies are:
- 16.2.2.1 **term 2.2** (requirement to use deposit scheme);
  - 16.2.2.2 **term 3.1** (anti-social behaviour and other prohibited conduct);
  - 16.2.2.3 **term 10.2** (joint contract-holder ceasing to be a party to the occupation contract);
  - 16.2.2.4 **term 11.1** (permissible termination);
  - 16.2.2.5 **term 11.4** (death of sole contract-holder);
  - 16.2.2.6 **term 13.1** (possession claims);
  - 16.2.2.7 **term 16.1.1.2 and 16.1.2**;
  - 16.2.2.8 this term; and
  - 16.2.2.9 **term 18.1** (false statement inducing - landlord to make contract to be treated as breach of conduct).
- 16.2.3 A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect:
- 16.2.3.1 unless as a result of the variation:
    - (a) the fundamental provision<sup>33</sup> which the term incorporates is incorporated without modification; or
    - (b) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;

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<sup>33</sup>

Sections 18 and 19 of the Act explain that “fundamental provisions” are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as “fundamental terms”.

- 16.2.3.2 if the variation (regardless of whether it is within **paragraph 16.2.3.1** of this term) would render the fundamental term incompatible with a fundamental term set out in **paragraph 16.2.2** of this term.
- 16.2.4 A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).
- 16.2.5 **Paragraph 16.2.4** of this term does not apply to a variation made by or as a result of an enactment.

## 17. **Written statements and the provision of information**

### 17.1 **Written statements (F+)**

- 17.1.1 The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.
- 17.1.2 If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with:
  - 17.1.2.1 the day on which the identity of the contract-holder changes; or
  - 17.1.2.2 if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.
- 17.1.3 The landlord may not charge a fee for providing a written statement under **paragraph 17.1.1** or **17.1.2** of this term.
- 17.1.4 You may request a further written statement of this contract at any time.
- 17.1.5 The landlord may charge a reasonable fee for providing a further written statement.
- 17.1.6 The landlord must give you the further written statement before the end of the period of 14 days starting with:
  - 17.1.6.1 the day of the request; or
  - 17.1.6.2 if the landlord charges a fee, the day on which you pay the fee.

### 17.2 **Written statement of variation (F+)**

- 17.2.1 If this contract is varied the landlord must, before the end of the relevant period, give you:
  - 17.2.1.1 a written statement of the term or terms varied; or
  - 17.2.1.2 a written statement of this contract as varied.
- 17.2.2 The relevant period is the period of 14 days starting with the day on which this contract is varied.
- 17.2.3 The landlord may not charge a fee for providing a written statement under **paragraph 17.2.1** of this term.

### 17.3 **Provision of information by landlord about the landlord (F+)**

- 17.3.1 The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.
- 17.3.2 If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.
- 17.3.3 If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

### 17.4 **Compensation for breach of term 17.3 (F+)**

- 17.4.1 If the landlord fails to comply with an obligation under **term 17.3**, the landlord is liable to pay you compensation under section 87 of the Act.
- 17.4.2 The compensation is payable in respect of the relevant date and every day after the relevant date until:
  - 17.4.2.1 the day on which the landlord gives the notice in question; or
  - 17.4.2.2 if earlier, the last day of the period of two months starting with the relevant date.
- 17.4.3 Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in **paragraph 17.4.2.2** of this term.
- 17.4.4 The interest starts to run on the day referred to in **paragraph 17.4.2.2** of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.
- 17.4.5 The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

### 17.5 **Inventory (S)**

- 17.5.1 UNLESS ALREADY PROVIDED UNDER A PRECEDING OCCUPATION CONTRACT the landlord must provide you with an inventory in relation to the dwelling AT THE LANDLORD'S COST no later than the date by which the landlord must provide you with the written statement of this contract in accordance with **term 17.1**.
- 17.5.2 The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the ORIGINAL occupation date.
- 17.5.3 If you disagree with the information within the inventory, you may provide comments to the landlord.
- 17.5.4 Where no comments are received by the landlord within 7 days OF THE INVENTORY BEING PROVIDED TO YOU, the inventory is deemed accurate.
- 17.5.5 Where comments are received by the landlord within 7 days OF THE INVENTORY BEING PROVIDED TO YOU, the landlord must either:
  - 17.5.5.1 amend the inventory in accordance with those comments and send the amended inventory to you; or

- 17.5.5.2 inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory; or
  - 17.5.5.3 amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.
- 17.5.6 ONCE YOU VACATE THE DWELLING AT THE END OF THIS CONTRACT, THE LANDLORD, OR AN INDEPENDENT INVENTORY CLERK INSTRUCTED BY THE LANDLORD, WILL INSPECT THE PROPERTY AND PREPARE A CHECK OUT REPORT WHICH WILL SET OUT THE DWELLING'S CONTENTS, INCLUDING ALL FIXTURES AND FITTINGS AND MUST DESCRIBE THEIR CONDITION WITH REFERENCE TO THEIR CONDITION AS DESCRIBED IN THE INVENTORY. YOU ARE ENTITLED TO ATTEND THE CHECK OUT INSPECTION AND THE LANDLORD WILL GIVE YOU AT LEAST 7 DAYS' PRIOR WRITTEN NOTICE OF THE DATE AND TIME OF THE CHECK OUT INSPECTION. YOU WILL BE GIVEN A COPY OF THE CHECK OUT REPORT AND MUST PROVIDE COMMENTS OR A RESPONSE TO THE REPORT WITHIN SEVEN DAYS, OTHERWISE YOU WILL BE DEEMED TO HAVE ACCEPTED THE FINDINGS OF THE REPORT.
- 17.5.7 ANY INVENTORY PREPARED AND PROVIDED TO YOU IN COMPLIANCE WITH A PRECEDING OCCUPATION CONTRACT WILL CONSTITUTE THE INVENTORY FOR THE PURPOSES OF THIS CONTRACT AND **PARAGRAPHS 17.5.3 TO 17.5.5** WILL NOT APPLY.

## 18. Other matters

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

- 18.1.1 If the landlord is induced to make this contract by means of a relevant false statement:
  - 18.1.1.1 you are to be treated as being in breach of this contract: and
  - 18.1.1.2 the landlord may accordingly make a possession claim on the ground in **term 14.1** (breach of contract).
- 18.1.2 A relevant false statement is one which if it is made knowingly or recklessly by:
  - 18.1.2.1 you; or
  - 18.1.2.2 another person acting at your instigation.

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

- 18.2.1 Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing.
- 18.2.2 Sections 236<sup>34</sup> and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of that Act.

### 18.3 Passing notices etc. to the landlord (S)

You must:

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<sup>34</sup> Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.

- (a) keep safe any notices, LETTERS, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally OR TO ANOTHER RESIDENT OR A PREVIOUS RESIDENT OF THE DWELLING; and
- (b) as soon as is reasonably practicable, give the original copies of any such notices, LETTERS, orders or other documents to the landlord.

19. **DEFINITIONS, ADDITIONAL TERMS & REFERENCES (A)**

- 19.1 THE DEFINITIONS AND ADDITIONAL TERMS SET OUT IN **ANNEXURE 2** AND **ANNEXURE 3** ARE INCORPORATED INTO AND FORM PART OF THIS CONTRACT.
- 19.2 REFERENCES TO TERMS AND PARAGRAPHS ARE REFERENCES TO TERMS AND PARAGRAPHS IN THIS **PART 3** OF THE CONTRACT UNLESS SPECIFIED OTHERWISE.

## **ANNEXURE 1**

See **term 14.3**

### **Estate Management Grounds<sup>35</sup>**

#### **REDEVELOPMENT GROUNDS**

1. **Ground A (building works)**

- The landlord intends, within a reasonable time of obtaining possession of the dwelling—
- 1.1 to demolish or reconstruct the building or part of the building comprising the dwelling, or
  - 1.2 to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

2. **Ground B (redevelopment schemes)**

- 2.1 This ground arises if the dwelling satisfies the first condition or the second condition.
- 2.2 The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.
- 2.3 The second condition is that part of 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 the scheme, and for that purpose reasonably requires possession of the dwelling.

#### **SPECIAL DWELLING GROUNDS**

3. **Ground D (dwelling suitable for disabled people)**

The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires dwelling of a kind provided by the dwelling and:

- 3.1 there is no longer such a person living in the dwelling; and
- 3.2 the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

#### **UNDER-OCCUPATION GROUNDS**

4. **Ground G (reserve successors)**

The contract-holder succeeded to the occupation contract under section 73 of the Act as a reserve successor (see sections 76 and 77 of the Act), and the dwelling comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

5. **Ground H (joint contract-holders)**

- 5.1 This ground arises if the first condition and the second condition are met.

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<sup>35</sup> This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a periodic standard occupation contract.

- 5.2 The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with:
- 5.2.1 section 138 (withdrawal) of the Act; or
  - 5.2.2 section 225, 227 or 230 (exclusion) of the Act.
- 5.3 The second condition is that:
- 5.3.1 the dwelling comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders); or
  - 5.3.2 where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing dwelling.

#### **OTHER ESTATE MANAGEMENT REASONS**

6. **Ground I (other estate management reasons)**
- 6.1 This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
- 6.2 An estate management reason may, in particular, relate to:
- 6.2.1 all or part of the dwelling; or
  - 6.2.2 any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

## **ANNEXURE 2**

### **Additional Terms (A)**

#### **1. Definitions and interpretation**

1.1 The following words and expressions have the following meanings:

<b>"Building"</b>	the building containing the dwelling
<b>"Common Parts"</b>	the entrance hall, staircases, passageways and lifts of the Building including fire exits and escapes and any communal gardens or landscaping around it plus any car park to which the residents in the Building have access
<b>"Contents"</b>	furniture, furnishings, fixtures, fittings and effects of the dwelling including floor, ceiling and wall coverings, decorative features, white goods and other items and equipment which are provided by the landlord
<b>"Deposit"</b>	the deposit set out in <b>Part 2 Key Matters</b> , being a security deposit.
<b>"Deposit Holder"</b>	[the landlord] Grainger Land & Regeneration Ltd  [the Managing Agents] Grainger Residential Management Ltd  [[name of scheme], Insured TDS Scheme
<b>"Designated Bank Account"</b>	the landlord's designated bank account for receiving the payment of Rent being such bank account as the landlord may notify you of in writing from time to time
<b>"Emergency"</b>	has the meaning given to it in <b>term 4.6.4 of Part 3</b>
<b>"Energy Performance Certificate"</b>	a certificate as defined in regulation 2(1) of the EPB Regulations
<b>"EPB Regulations"</b>	the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118)
<b>"Fair Wear and Tear"</b>	depreciation that naturally and inevitably occurs from reasonable and ordinary use or from ageing
<b>"Form of Periodic Contract"</b>	the form of the periodic standard occupation contract annexed to this contract at <b>Annexure 5</b> that the landlord, the contract-holder and (if applicable) the Guarantor agree will arise pursuant to sections 184 and 185 of the Act if you remain in occupation of the dwelling at the end of this contract and you have not entered into a new fixed term standard occupation contract with the landlord relating to the dwelling.

<b>"Guarantor"</b>	the person(s) (if any) named as guarantor in <b>Part 2 Key Matters</b>
<b>"Index"</b>	the "All Items" index figure of the Index of Retail Prices published by the Office of National Statistics
<b>"Interest Rate"</b>	the rate of 3% above the Bank of England base rate
<b>"Internet Services"</b>	any cable, broadband, data, WiFi or other similar services that are supplied to the dwelling
<b>"Internet Services Provider"</b>	means a provider of Internet Services other than the landlord
<b>"Inventory"</b>	any document prepared by the landlord, the Managing Agents or an inventory clerk and provided to you pursuant to <b>term 17.5 of Part 3</b> which sets out the Contents of the dwelling and describes their state and condition. Such document may be relied upon when you vacate the dwelling at the end of the contract in assessing damage or compensation for damage
<b>"Managing Agents"</b>	any person or firm appointed by the landlord to manage the Building and to perform the landlord's responsibilities under this contract
<b>"Original Occupation Date"</b>	the occupation date set out in <b>Part 2 Key Matters</b> or if earlier the date on which you first took occupation of the dwelling under any other earlier occupation contract
<b>"Permitted Occupiers"</b>	the persons listed in <b>Annexure 4</b>
<b>"Regulations"</b>	the rules and regulations governing your use of the dwelling, the Common Parts and the Building set out in <b>Annexure 3</b>
<b>"Rent"</b>	rent at the initial rent set out in <b>Part 2 Key Matters</b> which (if the fixed term granted by this contract is for more than 12 months) is subject to review in accordance with <b>term 26</b> of this <b>Annexure 2</b>
<b>"Rent Days"</b>	the day for the payment of Rent each month as set out in <b>Part 2 Key Matters</b>
<b>"Utility or Utilities"</b>	electricity, gas or other fuel or water (including sewerage) services, heating, hot water, telephone, cable television or satellite television
<b>"Utility Company"</b>	means a provider of Utilities other than the landlord

- 1.2 Words importing the "**singular**" number include the "**plural**" number and vice versa;
- 1.3 The landlord can enforce the terms of this contract relating to you or the Guarantor (if relevant) against all of you together or each one of you separately if there is more than one of you. This is known as "**Joint and Several Liability**";
- 1.4 If a term in this contract requires you not to do something you must not allow the Permitted Occupiers, guests or anyone you are responsible for to do it;

- 1.5 References to you includes anyone entitled to possession of the dwelling under this contract;
- 1.6 References to the landlord include its successors in title and the person immediately entitled to the reversion of this contract;
- 1.7 References to the dwelling, the Building and the Common Parts include any part of them unless specific reference is made to the whole of them;

### **Your additional obligations**

2. You must:
  - 2.1.1 comply with the Regulations;
  - 2.1.2 comply with all relevant legislation;
  - 2.1.3 ensure that any electrical appliances or devices (including all extension leads) you bring into the dwelling or the Common Parts are PAT tested;
  - 2.1.4 take all reasonable actions to prevent further damage to the dwelling and/or the Building in an Emergency so long as it is safe to do so;
  - 2.1.5 test weekly any smoke, carbon monoxide and other alarms fitted in the dwelling and replace any battery in an alarm which you find is not working. You must let the landlord know as soon as possible if the alarm does not work after you fit a new battery. You must not tamper with or adjust smoke or carbon monoxide detection or fire-fighting equipment;
  - 2.1.6 take reasonable care to heat and ventilate the dwelling to help prevent condensation, including consistent use of any extractors installed within the dwelling. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the dwelling and the Contents. If the dwelling benefits from a mechanical ventilation with heat recovery system you must not turn it off;
  - 2.1.7 if the dwelling includes a garden, you must keep it clean and tidy, including cutting the grass and lawns regularly, and not dig up or cut down any trees, shrubs, or bushes unless you have the landlord's prior written consent. You must also keep the patio areas of the garden (if any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if any) as tidy and free of weeds as they were on the Original Occupation Date;
  - 2.1.8 allow the landlord to display a "for sale" or "to let" board or notice on the dwelling in the last two months of this contract;
  - 2.1.9 take reasonable steps to keep the dwelling and the Building free of vermin (for example, rats), fleas and parasites. If the dwelling or the Building become infested because of something you have or have not done, the landlord will be entitled to claim damages from you relating to the costs incurred in putting this right and cleaning any parts of the dwelling or the Building which are affected;
  - 2.1.10 from the occupation date and regularly during this contract, if any bathrooms in the dwelling are not in regular use, or upon returning from leaving the dwelling vacant for periods of 14 days or more, you will allow all hot and cold water outlets to run freely for not less than 5 minutes in order to purge the water system of any stale water before using or consuming water therefrom. You agree to regularly flush through and clean any shower heads within the dwelling to avoid any possible water bacteria problems such as Legionella;

- 2.1.11 if the dwelling has a dehumidifier, you agree to ensure that it is emptied regularly and in accordance with manufacturer instructions. You agree not to leave any clothing or soft furnishing on or near the dehumidifier;
  - 2.1.12 comply with any fire safety or evacuation policies which apply to the Building; and
  - 2.1.13 if basic Internet Services are specified as included in the Rent in **Part 2 Key Matters** you must comply with any regulations in respect of your access to such services including any fair usage caps that may apply.
- 2.2 If you are in breach of any of your agreements or responsibilities in this contract which includes those set out in the Annexures to this contract you shall pay to the landlord within 14 days of written demand the landlord's reasonable legal costs and expenses (including VAT), properly incurred by the landlord and its professional advisers in enforcing the remedy of your breaches of this contract and (if applicable) recovering possession of the dwelling from you.
- 2.3 You are responsible for paying the cost of any independent legal advice that you may take in relation to this contract.

### **The landlord's additional obligations**

3. The landlord must:
  - 3.1.1 pay its own costs of preparing this contract;
  - 3.1.2 ensure that the Common Parts are kept clean and properly lit except where prevented by circumstances beyond the landlord's control;
  - 3.1.3 provide connections to the Utilities that serve the dwelling at the start of this contract provided that:
    - 3.1.3.1 the landlord shall not be liable for any interruption in the supply of Utilities that are outside of the landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing; and
    - 3.1.3.2 in the event that the supply of Utilities is interrupted the landlord will take reasonable steps to restore the supply as soon as reasonably practicable;
  - 3.1.4 if basic Internet Services are specified as included in the Rent in **Part 2 Key Matters** use reasonable endeavours to supply the basic Internet Services at all appropriate times, subject to the following:
    - 3.1.4.1 the landlord may vary, reduce or extend the Internet Services;
    - 3.1.4.2 the landlord may from time to time employ such agents, contractors or others in order to provide the Internet Services; and
    - 3.1.4.3 the landlord will not be responsible for any interruption in the supply of the Internet Services due to any circumstances outside of the landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing. The landlord will take reasonable steps to restore the supply as soon as reasonably practicable;
  - 3.1.5 ensure that the dwelling complies with regulation 5 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022/6 in relation to smoke alarms and carbon monoxide alarms at the dwelling; and

- 3.1.6 repair all appliances for which the landlord is responsible where repairs are needed as a result of Fair Wear and Tear but the landlord is not obliged to repair defects that are of a purely cosmetic nature.

#### **Miscellaneous additional terms**

4. You may use those Common Parts designated by the landlord for your use from time to time. If the landlord does not designate any, you can use those Common Parts which are reasonably required in connection with your use of the dwelling.
5. The landlord will not be liable for loss or damage to any persons or property except where caused by the landlord's negligence or its breaching of its obligations in this contract.
6. The landlord is entitled to remove from the dwelling or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable or handed over to the police) will return it to you on termination of this contract if the landlord has reason to believe that the article belongs to you.
7. Under section 237(4)(a) of the Act, you agree to receive the written statement and any other notice or document under this contract electronically where permitted by the terms of this contract and the Act.
8. Any notice, statement or document to be served by either party in relation to this contract sent by first class post or by special delivery shall be considered to have been served two working days after the date of posting. Reasonable evidence should be kept of the date of posting and (if applicable) delivery.
9. To the extent permitted by the Act the landlord is entitled to instruct Managing Agents to carry out its obligations under this contract. If the landlord instructs Managing Agents you will be provided with notice of their contact details and any obligation on your part under this contract that requires you to contact the landlord will be satisfied by you contacting the Managing Agents using the contact details provided.
10. You agree that a false statement for the purposes of **term 18.1 of Part 3** can be a statement as to any previous or pending criminal convictions, in addition to any other statements.
11. For the purposes of sections 47 and 48 of the Landlord and Tenant Act 1987 the landlord's address is the landlord's postal contact address set out in **Part 2 Key Matters**.
12. If you remain in occupation of the dwelling at the end of the fixed term of this contract and a new periodic standard contract is created by virtue of section 184(2) of the Act the landlord, you and (if applicable) the Guarantor agree that, to the extent permitted by the Act and the fundamental terms of this contract, pursuant to section 185(1) of the Act the terms of the periodic standard contract that arises will be as set out in the Form of Periodic Contract annexed to this contract at **Annexure 5**.
13. You are responsible for assessing your liability, if any and at any time, for Land Transaction Tax relating to this contract, and for submitting the appropriate forms and payment to the Welsh Revenue Authority. This is a legal obligation and the Welsh Revenue Authority may impose fines or penalties for failure to comply. The calculation of the liability for Land Transaction Tax on rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from [www.gov.wales](http://www.gov.wales).
14. **Insurance**
- 14.1 The landlord must:
  - 14.1.1 insure and maintain a comprehensive policy of insurance on the dwelling, the Building and on the Contents (but not for your personal possessions) for the duration of the contract in the full insurable value the landlord considers appropriate against fire, flood, escape of water and other usual risks subject to

any exclusions and excesses that are usually imposed in residential insurance policies. The landlord will not be in breach of the provisions of this clause if the policy is made void by your actions or if the landlord is unable to arrange insurance on terms that the landlord regards as prudent; and

- 14.1.2 provide a copy of the buildings insurance policy as soon as reasonably practicable if requested to do so by you.
- 14.2 The landlord does not provide any cover under any insurance policy arranged by the landlord for damage to your personal belongings or valuables. You must obtain your own contents insurance if you require cover for items belonging to you. Nor does the landlord provide cover for claims against you from other parties for damage to property or personal injury that results from something you have or have not done. You should consider arranging insurance for these risks yourself.

## 15. **Not to Assign or Sublet**

- 15.1 You must not allow anyone to occupy the dwelling other than the Permitted Occupiers.
- 15.2 You must not in relation to the whole or any part of the dwelling:
  - 15.2.1 transfer or assign this contract to anyone, save as permitted by fundamental terms of this contract;
  - 15.2.2 take in or receive paying guests or lodgers;
  - 15.2.3 sublet the dwelling; or
  - 15.2.4 otherwise share occupation or possession except with any Permitted Occupiers.

## 16. **Deposit**

- 16.1 On or before the occupation date you will pay the Deposit as security for your responsibilities contained in this contract.
- 16.2 The landlord will arrange for the Deposit to be held by the Deposit Holder in accordance with the provisions of **term 2.2 of Part 3**.
- 16.3 The landlord will refund the Deposit to you once you have vacated the dwelling at the end of this contract except that before refunding the Deposit the landlord is entitled to make reasonable deductions from the Deposit to cover:
  - 16.3.1 any unpaid Rent;
  - 16.3.2 any unpaid accounts for Utilities, council tax or Internet Services for which you are liable;
  - 16.3.3 the making good of any damage or lack of cleanliness to the dwelling or to the Contents (except for Fair Wear and Tear) caused by your failure to comply with your obligations under this contract;
  - 16.3.4 replacement of any items which are missing from the dwelling and specified in the Inventory;
  - 16.3.5 the reasonable cost of remedying any breaches of your obligations under this contract.
- 16.4 If the amount of money that the landlord is entitled to deduct from the Deposit under **term 16.3** of this Annexure exceeds the amount held as the Deposit, you must pay the landlord the excess amount within 14 days of written demand from the landlord.

- 16.5 You are not entitled to use the Deposit or any part of it as payment of any instalment of Rent.
- 16.6 In the event that you remain in occupation of the dwelling at the end of the fixed term of this contract and a new periodic standard contract is created by virtue of section 184(2) of the Act, the Deposit paid under this contract will, in accordance with paragraph 4 of Schedule 5 to the Act, continue to be held:
- 16.6.1 in connection with the substitute periodic standard contract that arises by virtue of section 184(2) of the Act; and
  - 16.6.2 in accordance with the same authorised deposit scheme;

and subject to the landlord having complied with the initial requirements of the scheme and providing the information required by section 45(2)(b) of the Act, the landlord will be treated as having complied with the requirements of section 45 of the Act in respect of the substitute periodic standard contract.

## 17. **Contract Terms**

If any provision or term contained in this contract shall be held by a Court of law or other body to be unreasonable or unenforceable then such term or provision or terms or provisions shall be deemed to be a severable part of this contract and all remaining parts or terms or provisions of this contract shall remain in full force and effect.

## 18. **Third Party Rights**

The parties do not intend any of the terms of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 19. **Pets**

- 19.1 You must not keep any pet animal in the dwelling or the Building unless the landlord has given you prior written consent to do so ("**Pet Licence**").
- 19.2 The landlord will not unreasonably withhold the grant of a Pet Licence.
- 19.3 The landlord will not impose unreasonable conditions within the Pet Licence.
- 19.4 You must provide the landlord with any information that the landlord reasonably requests in order to consider your request for a Pet Licence.
- 19.5 If you are granted a Pet Licence you must abide strictly by its conditions and requirements. The landlord reserves the right to revoke the Pet Licence if you do not comply with its conditions and requirements.
- 19.6 In the event you are granted a Pet Licence, you agree that that Pet Licence will form a part of this contract and that any breach of the provisions therein shall be treated as a breach of this contract.

## 20. **Parking**

- 20.1 You must not park a car in the parking spaces at the Building unless the landlord has given you prior written consent to do so ("**Parking Licence**").
- 20.2 Parking Licences may be available but due to limited numbers of parking spaces this cannot be guaranteed.
- 20.3 The landlord will not unreasonably withhold the grant of a Parking Licence, however any such grant will be subject to suitable parking facilities being available.
- 20.4 The landlord will not impose unreasonable conditions within the Parking Licence.

- 20.5 You must provide the landlord with any information that the landlord reasonably requests in order to consider your request for a Parking Licence.
- 20.6 If you are granted a Parking Licence you must abide strictly by its conditions and requirements. The landlord reserves the right to revoke the Parking Licence if you do not comply with its conditions and requirements.
- 20.7 In the event you are granted a Parking Licence, you agree that that the Parking Licence will form a part of this contract and that any breach of the provisions therein shall be treated as a breach of this contract.

## **21. *Bicycle Storage***

- 21.1 If bicycle storage facilities are provided at the Building for the use of the residents:
  - 21.1.1 you must notify the landlord if you want to use the bicycle storage facilities. Provided one or more of the bicycle racks has not been allocated to another resident at the Building, the landlord will allocate a numbered bicycle rack for you to use. There are a limited number of racks and these will be allocated on a 'first-come-first-served' basis;
  - 21.1.2 you must not bring bicycles through any residential entrances to the Building;
  - 21.1.3 you agree that you will only use the bicycle rack that has been allocated to you;
  - 21.1.4 you agree to comply with any reasonable conditions and requirements that the landlord may impose in respect of your use of the bicycle storage facilities;
  - 21.1.5 the landlord reserves the right to remove and dispose of any bicycles or other items in the bicycle storage facility that have been left there in breach of the terms of this contract;
  - 21.1.6 the bicycle storage facility door (if there is a door) must remain closed at all times except when in use;
  - 21.1.7 the landlord accepts no liability for any loss, theft or damage caused to any bicycles or other items stored in the bicycle storage facility, save where such loss results in:
    - 21.1.7.1 death or personal injury or damage to property caused by negligence on the part of the landlord or our employees or contractors; or
    - 21.1.7.2 any matter in respect of which it would be unlawful for the landlord to exclude or restrict liability.

## **22. *Data Protection – Privacy Notice – Why the landlord holds and processes information***

- 22.1 This notice sets out how the landlord holds and processes information it holds about you. The landlord processes personal information about its contract-holders and possible new contract-holders so it can provide residential accommodation. This includes:
  - 22.1.1 dealing with occupation contracts;
  - 22.1.2 dealing with applications for occupation contracts;
  - 22.1.3 checking suitability for occupation contracts (including credit, identity and similar checks);
  - 22.1.4 managing property;

- 22.1.5 collecting rent;
  - 22.1.6 reporting on energy consumption at the landlord's buildings and across its portfolio
  - 22.1.7 maintaining the landlord's accounts and records; and
  - 22.1.8 dealing with security and holding deposits.
- 22.2 Relevant information may include personal details, employment and education details, energy consumption data and financial details.

*Sharing information with others*

- 22.3 The landlord may need to share personal information it processes with others. If the landlord has to do this, it will comply with data protection legislation.
- 22.4 Depending on the circumstances, the landlord may share information with:
  - 22.4.1 other landlords;
  - 22.4.2 employers;
  - 22.4.3 educational institutions, universities and colleges;
  - 22.4.4 suppliers (including gas, electricity and water companies) and service providers;
  - 22.4.5 financial organisations (including banks);
  - 22.4.6 credit and tenant reference agencies;
  - 22.4.7 authorised deposit schemes;
  - 22.4.8 debt-collection and tracing agencies;
  - 22.4.9 public and government bodies (including those who deal with benefits and council tax);
  - 22.4.10 contractors and repairers;
  - 22.4.11 solicitors and barristers;
  - 22.4.12 inventory clerks;
  - 22.4.13 lettings, sales and managing agents; and
  - 22.4.14 any future owner of the dwelling or the Building.

- 22.5 This does not mean that the landlord will necessarily share information with all of the above but it may do so if it needs to.

*Council tax and utilities and services*

- 22.6 To make sure that council tax and utility and service bills (including water charges) are correctly collected, the landlord shares information with the relevant local authority and utility or service providers. The landlord also shares this information to make sure that bills are sent to the correct person and charges and debts can be collected. By law, in certain areas the landlord has to pass information about who lives in a property to water companies. In all other areas, although this is voluntary, the landlord may pass this information to water companies.

*Why the landlord uses your personal information*

- 22.7 The landlord may use the personal information you give us in a number of ways, for example:
- 22.7.1 to decide whether to grant an occupation contract of the dwelling to you;
  - 22.7.2 to prevent fraud;
  - 22.7.3 for accounting and auditing purposes;
  - 22.7.4 for managing property; or
  - 22.7.5 for debt collection.

*Right to gather information*

- 22.8 You have the right to ask for a copy of the information that the landlord holds about you. The landlord wants to make sure that your personal information is accurate and up to date. You may ask the landlord to correct or remove information if this information is not accurate. To ask for this information, please write to the landlord via post or email.

*Full privacy notice*

- 22.9 The landlord's full Privacy Notice can be accessed at: -

<https://www.graingerplc.co.uk/~/media/Files/G/Grainger/documents/2021/data-protection-dp-rec-4-1-v6-graingerplcdp-privacy-notice-december-2021.pdf>

**23. Energy Performance Certificate**

- 23.1 You confirm that a valid Energy Performance Certificate relating to the dwelling has been made available to you prior to the signing of this contract in accordance with the requirements of the EPB Regulations.
- 23.2 You must not commission your own Energy Performance Certificate in relation to the dwelling or the Building.

**24. Electrical Condition Report**

You confirm that an electrical condition report dated within the last 5 years at the occupation date of the contract has been made available to you on or before the occupation date as required by regulation 6 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022.

**25. Gas Safety Report**

You confirm that a gas safety report in respect of any gas appliances either within the dwelling or which serve it (if any), dated within the last 12 months at the occupation date, has been made available to you on or before the occupation date as required by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998.

**26. Rent Review**

- 26.1 If the fixed term of this contract is for more than 12 months the Rent will be reviewed in accordance with this **term 26**.
- 26.2 The Rent is to be increased on each anniversary of the occupation date (each being a "**Review Date**").

- 26.3 On each Review Date, the Rent will increase by the same percentage as the percentage increase in the Index for the 12 month period ending with the most recent month for which the Index has been published as at the date two months preceding the relevant Review Date subject to:
- 26.3.1 a maximum increase to the Rent on each Review Date of 10%; and
  - 26.3.2 a minimum increase to the Rent on each Review Date of 5%.
- 26.4 The increased Rent will be rounded up to the nearest five pounds and become the Rent for the purposes of this contract, including for the next rent review.
- 26.5 As soon as reasonably practicable after the date two months preceding each Review Date, the landlord must notify you in writing of the Rent payable from and including the relevant Review Date.
- 26.6 The landlord acting reasonably can substitute an alternative index or comparable measure of price inflation for the Index to be used in calculating the Rent under this **term 26** if the Index used to calculate the increase in Rent is no longer published or if there is a substantial change in the method used to calculate that Index. In such circumstances, the new alternative index or measure will become the "Index" for the purposes of this **term 26**.

## 27. **Guarantor's Covenants**

- 27.1 If a Guarantor is named in the **Part 2 Key Matters** section of this contract, the Guarantor guarantees to the landlord that you will pay the rent and shall perform and observe all of your agreements and responsibilities contained in this contract and that if you fail to pay the rent or to observe or perform any of your agreements or responsibilities contained in this contract the Guarantor shall pay or observe and perform them.
- 27.2 The Guarantor covenants with the landlord as principal obligor and as a separate independent obligation and liability from its obligations and liabilities under **paragraph 27.1** of this Annexure to indemnify and keep indemnified the landlord against any failure by you to pay the rent or any failure to observe or perform any of your covenants in this contract.
- 27.3 In the event that the Form of Periodic Contract is treated as having been made between the landlord and the contract-holder under section 184(2) and 185(1) of the Act the Guarantor covenants in the same terms as **paragraphs 27.1 and 27.2** in respect of the contract-holder obligations in the periodic standard contract that so arises.
- 27.4 Where you breach the terms of this contract, the Guarantor agrees that the landlord may make a claim against the Guarantor under this guarantee and indemnity without first making a claim against you.
- 27.5 The obligations of the Guarantor are not to be released by:
- 27.5.1 any time or indulgence granted by the landlord to you;
  - 27.5.2 any delay or forbearance by the landlord in enforcing the payment of the rent or the observance or performance of any of your covenants in this contract or in making any demand in respect of them;
  - 27.5.3 the landlord exercising any right or remedy against you for any failure to pay the rent or observe or perform your covenants in this contract;
  - 27.5.4 the landlord taking any action or refraining from taking any action in connection with the deposit;

- 27.5.5 you being declared bankrupt, making an application for an interim order, entering into any voluntary arrangements with your creditors or suffering the process of execution or distress upon your belongings;
- 27.5.6 the contract-holder dying;
- 27.5.7 the Rent increasing pursuant to any rent review term in this contract; or
- 27.5.8 the substitution of a periodic standard contract for this contract under section 184 of the Act.

**28. Limitation of Landlord's Liability**

- 28.1 To the extent permitted by the Act and the fundamental terms of this contract, the landlord excludes liability for loss, damages or compensation for the following matters:
  - 28.1.1 damage to your belongings as a result of white goods (including washing machines and tumble driers) breaking down;
  - 28.1.2 food thawing or becoming unfit to eat due to breakdowns of any fridge or fridge-freezer;
  - 28.1.3 the lift in the Building breaking down or being out of use;
  - 28.1.4 accidents caused by lifts;
  - 28.1.5 damage that the landlord's agents, contractors or staff cause;
  - 28.1.6 faults in any pipes, staircases or anything else in the dwelling or the Building;
  - 28.1.7 anything which any resident services team in the Building does or does not do;
  - 28.1.8 any inconvenience (including elevated noise levels) you suffer when the landlord carries out work to the dwelling or the Building (including work to premises next door or buildings the landlord owns nearby), such as decorating, carrying out repairs or alterations;
  - 28.1.9 any effect that the lift has on your television or other electrical equipment;
  - 28.1.10 any loss caused to post, parcels or other items where on-site postal collection and/or storage facilities are provided, unless this has been caused by a failure to follow your reasonable instructions by our negligence or the negligence of our employees, agents or sub-contractors and you inform us of any loss or damage caused within 28 days of it occurring;
  - 28.1.11 damage to items that require cold storage where there are no such facilities at the Building;
  - 28.1.12 special, indirect or consequential loss or damage; and
  - 28.1.13 loss of profits, business contracts, anticipated savings, goodwill or revenue (whether indirect or direct).
- 28.2 Nothing in **term 28** of this Annexure shall in any way exclude liability for death or personal injury resulting from our own negligence or the negligence of our employees or agents acting in the course of their employment or agency, nor exclude any liability for fraud or fraudulent misrepresentation.

## **ANNEXURE 3**

### **Regulations**

1. You must not block any cisterns, waste or soil pipes or rubbish chutes in the Building (if there are any).
2. You must not allow any rubbish to build up in the dwelling or the Building and you must put all rubbish in the bins or other proper rubbish containers (you must provide these). You must not pour any oil, grease or other substance down any drain or pipe in or around the dwelling which might be dangerous or damage the drainage system.
3. Between the hours of 11.00pm and 8.30am you must not:
  - 3.1 play or use any piano, record player, radio, loudspeaker or mechanical or other musical instrument;
  - 3.2 use any equipment or machinery of any kind (such as a vacuum cleaner);
  - 3.3 sing loudly; or
  - 3.4 make any other noise which could annoy any of your neighbours or be heard outside the dwelling.
4. You must not:
  - 4.1 hang clothes or other items outside the dwelling or on any balcony of the dwelling unless in an area designated for this by the landlord;
  - 4.2 dry laundry on the radiators of the dwelling;
  - 4.3 place any pot, flowerpot, window box or any container of any kind on any windowsill or concrete or stone ledge of the dwelling or the building; or
  - 4.4 place any signs, posters or advertisements that can be seen from outside the dwelling.
5. You must not throw rubbish out of any window of the dwelling or shake any mat out of the windows.
6. You must not use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
7. You must not bring onto or keep at the dwelling or the Building anything which is or may become, in the landlord's opinion, unclean or unsightly.
8. You must not park cars in any yard, garden or driveway of the Building.
9. You must not remove any of the Contents from the dwelling without the landlord's prior written consent.
10. You must not block any shared passageways, hallways and staircases, or keep any bicycle, pushchair, doormat, shoes or other item in any of the Common Parts without the prior written consent of the landlord.
11. You, the Permitted Occupiers, your family, guests and visitors must not smoke any substance (this includes e-cigarettes and any other vaping products) inside or in the vicinity of the dwelling or the Building, including on any balcony or in any Common Parts and in the event that damage is caused to the dwelling or the Building as a result of a breach of this term of the contract, the landlord will be entitled to claim damages from you relating to the costs incurred in repairing that damage or redecorating the dwelling or the Building.

12. You must not bring to, and keep in, the dwelling upholstered furniture (such as sofas and armchairs), heating equipment or any electrical equipment which does not comply with all relevant British Standards.
13. You must not leave any waste or rubbish in the Building or the vicinity of the Building. If you require the collection of bulky waste that cannot be removed through the standard collection of rubbish, you are responsible for arranging its collection by the local authority and it must not be left outside of the dwelling or in any other part of the Building pending its collection.
14. Unless with equipment provided by the landlord and with the landlord's prior written consent, you must not light or use any barbecues of any type or otherwise cook on any balcony of the dwelling or in the Common Parts.
15. You must not do anything which may pose a fire risk or put the health and safety of any other person or any property at risk.
16. You must not do or allow to be done anything which may result in the landlord's buildings insurance policy being cancelled or invalidated or which may cause an increased premium to become payable. In such event you will be liable to repay to the landlord all sums paid by way of increased premiums and all expenses incurred by the landlord as a result of your breach of this term.

## **ANNEXURE 4**

### **Permitted Occupiers**

<b>Name</b>	<b>Date of birth</b> (note if under 18 years old, or will turn 18 during the term of the contract)

**ANNEXURE 5**

**Form of Periodic Contract**

# WRITTEN STATEMENT OF A PERIODIC STANDARD OCCUPATION CONTRACT

## Part 1 EXPLANATORY INFORMATION

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 ("the Act"). The contract is between you, as the "contract-holder", and the "landlord".

Your landlord must give you a written statement, free of charge, within 14 days of the "occupation date" (~~the day on which you were entitled to move in~~ WHICH IS THE DAY IMMEDIATELY AFTER THE LAST DAY OF THE FIXED TERM OF THE PRECEDING FIXED TERM CONTRACT). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, the landlord may be liable to pay you compensation, equivalent to a day's rent, up to a maximum of two months' rent (unless the failure was intentional in which case you can apply to the court to increase this amount). BY INCLUDING THE TERMS OF THIS PERIODIC STANDARD CONTRACT WITHIN THE PRECEDING FIXED TERM CONTRACT, THE LANDLORD IS (BY VIRTUE OF SECTION 185(2) OF THE ACT) TREATED AS HAVING COMPLIED WITH THE REQUIREMENT TO PROVIDE A WRITTEN STATEMENT UNDER SECTION 31(1) OF THE ACT.

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

**"Key Matters"**

that is:

- the address of the dwelling;
- the occupation date;
- the amount of rent (or other consideration<sup>36</sup>); and
- the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly))

**"Fundamental Terms"**

these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act<sup>37</sup>. However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

**"Supplementary Terms"**

these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

<sup>36</sup> "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

<sup>37</sup> Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement. THIS HAS BEEN IDENTIFIED USING CAPITAL LETTERS FOR ADDITIONAL WORDING AND/OR STRIKING THROUGH FOR DELETED WORDING.

The terms of your contract may also include:

<b>"Additional Terms"</b>	these are provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term. THESE TERMS ARE THE TERMS INCLUDED AT <b>ANNEXURE 2</b> .
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Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean 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 copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a periodic standard contract, which means that it continues from one rental period to the next (typically from month to month or week to week). It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied:

you were given at least six months' notice (under **term 15.1** of this contract) that you must give up possession and that the notice was not issued in the first six months following the occupation date and no other restrictions on the giving of a notice applied, including the restrictions set out in sections 75 and 98 of the Housing Act 2004 and section 44 of the Housing (Wales) Act 2014;

you have broken one or more terms of this contract (which includes any arrears of rent, engaging in anti-social behaviour or other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you;

you are seriously in arrears with your rent (e.g. if the rental period is a month, at least two months' rent is unpaid); or

your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative dwelling is available (or will be available when the order takes effect), and it is reasonable to evict you.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. IF THIS CONTRACT PERMITS SOMEONE TO LIVE WITH YOU AT THE DWELLING, someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling. THIS IS ALWAYS SUBJECT TO THE LIMITS IMPOSED BY THIS CONTRACT.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract you may find the answer on the Welsh Government's website along with other relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

## **Part 2 KEY MATTERS**

**The key matters and information about the deposit and landlord are set out below.**

This contract is between:

Grainger Land & Regeneration Ltd of 1<sup>st</sup> Floor Citygate, St. James Boulevard, Newcastle upon Tyne, NE1 4JE

- (*landlord*)(s); [and]

Joe Smith of  
Apt 101, 5 Capital Quarter, Tyndall St, Cardiff, CF10 4DS

- (*contract-holder*)(s); [AND]
- [[GUARANTOR] OF [ADDRESS] (*GUARANTOR*)(S)]

It relates to:

Apt 101, 5 Capital Quarter, Tyndall St, Cardiff, CF10 4DS  
(*the dwelling*)

The initial rent is THE INITIAL RENT (AS DEFINED IN **TERM 1.1 OF ANNEXURE 2**) per month<sup>38</sup> (PAYABLE IN ACCORDANCE WITH THE TERMS OF THIS CONTRACT).

The first payment is to be made on OR BEFORE THE OCCUPATION DATE

And further payments are to be made ON THE 1st OF EACH MONTH (*RENT DAYS*)

THE RENT [INCLUDES][DOES NOT INCLUDE] THE COST OF BASIC INTERNET SERVICES TO THE DWELLING (AS DEFINED IN **TERM 1.1 OF ANNEXURE 2**)

You can contact the landlord:

by post: Grainger Land & Regeneration Ltd of 1<sup>st</sup> Floor Citygate, St. James Boulevard, Newcastle upon Tyne, NE1 4JE

- by telephone: 02079409500
- by e-mail: info@graingerplc.co.uk

You have paid a deposit of £1,200

For more information about the holding of your deposit: Tenancy Deposit Scheme (TDS)

The occupation date (when you can begin occupying the dwelling) is: THE DATE FALLING IMMEDIATELY AFTER THE END OF THE FIXED TERM OF THE PRECEDING FIXED TERM CONTRACT (AS DEFINED IN **TERM 1.1 OF ANNEXURE 2**).

THIS OCCUPATION CONTRACT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU AND THE LANDLORD.

Rent Smart Wales  
Registration Number \_\_\_\_\_RN-12170-49202\_\_\_\_\_  
(if applicable)

Licence Number \_\_\_\_\_LR-75126-40252\_\_\_\_\_  
(if applicable)

<sup>38</sup> Where other consideration is due, the details must be set out here. 'Other consideration' could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

### **PART 3 PERIODIC STANDARD OCCUPATION CONTRACT - FUNDAMENTAL AND SUPPLEMENTARY TERMS**

The fundamental and supplementary terms of this periodic standard contract are set out in this Part.

Key:

(A)	additional terms have <b>(A)</b> added
(F)	fundamental terms that cannot be left out of this contract or changed <sup>39</sup> have <b>(F)</b> added
(F+)	fundamental terms that can be left out of this contract or changed where the effect would be to improve the position of the contract-holder have <b>(F+)</b> added
(S)	supplementary terms have <b>(S)</b> added
"you" and "your"	where a term is referring to the contract-holder means the Renting Homes (Wales) Act 2016
Landlord	Grainger Land & Regeneration Ltd of 1 <sup>st</sup> Floor Citygate, St. James Boulevard, Newcastle-upon-Tyne, NE1 4JE
"including" and "include"	any lists following these words are illustrative and non-exhaustive
Text shown in CAPITALS	new text that has been added to a fundamental or supplementary term
Text	text that has been omitted from a fundamental or supplementary term

Footnotes do not form part of the terms of this contract, but have been included where that is helpful.

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<sup>39</sup> Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

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## **TERMS**

### **1. Rent and other charges**

#### **1.1 PAYMENT AND receipt of rent or other consideration AND PAYMENT OF OTHER CHARGES (S)**

- 1.1.1 YOU WILL PAY THE RENT (AS DEFINED IN **PARAGRAPH 1.1 of ANNEXURE 2**) AND ANY OTHER SUMS DUE TO THE LANDLORD IN THE MANNER SET OUT IN THIS CONTRACT.
- 1.1.2 THE RENT DOES NOT INCLUDE COUNCIL TAX AND UTILITIES. THE RENT INCLUDES BASIC INTERNET SERVICES IF INTERNET SERVICES ARE SPECIFIED AS INCLUDED IN **PART 2 KEY MATTERS**.
- 1.1.3 THE RENT IS PAYABLE IN ADVANCE ON THE RENT DAYS SET OUT IN **PART 2 KEY MATTERS** AND THE FIRST PAYMENT WILL BE PAID ON OR BEFORE THE OCCUPATION DATE AND WILL BE CALCULATED ON A PRO-RATA BASIS FROM THE OCCUPATION DATE TO BUT EXCLUDING THE FIRST OF THE RENT DAYS FALLING AFTER THE OCCUPATION DATE.
- 1.1.4 THE FIRST AND ALL FUTURE PAYMENTS OF RENT MUST BE MADE BY YOU TO THE LANDLORD'S DESIGNATED BANK ACCOUNT (DETAILS OF WHICH ARE SET OUT IN **PARAGRAPH 1.1 OF ANNEXURE 2**). THE LANDLORD WILL NOTIFY YOU IN WRITING IF THE DETAILS CHANGE AT ANY TIME DURING THE CONTRACT.
- 1.1.5 IF YOU ARE MORE THAN 7 DAYS LATE IN PAYING RENT DUE THE LANDLORD RESERVES THE RIGHT TO CHARGE INTEREST ON THE AMOUNT OUTSTANDING AT THE INTEREST RATE (AS DEFINED IN **PARAGRAPH 1.1 OF ANNEXURE 2**) UNTIL PAYMENT IN FULL IS MADE. THIS WILL BE CALCULATED ON A DAILY BASIS STARTING ON THE DATE THAT PAYMENT FELL DUE TO THE DATE OF ACTUAL RECEIPT OF PAYMENT, BOTH DATES INCLUSIVE. THE LANDLORD WILL SEEK TO RECOVER THE INTEREST AS THOUGH IT WERE THE RENT PAYMENT ITSELF.
- 1.1.6 ANY PAYMENTS IN RESPECT OF OR ON ACCOUNT OF RENT MADE BY OR DRAWN ON ACCOUNTS OTHER THAN THOSE OF THE CONTRACT-HOLDER NAMED IN THIS CONTRACT WILL BE ACCEPTED BY THE LANDLORD AS PAYMENT MADE ON BEHALF OF THE CONTRACT-HOLDER ONLY AND IN NO CIRCUMSTANCES SHALL THIS CONSTITUTE THE CREATION OF A NEW CONTRACT TO ANY OTHER PERSON. THE LANDLORD RESERVES THE RIGHT TO DECLINE TO ACCEPT ANY PAYMENT MADE OTHER THAN BY THE CONTRACT-HOLDER NAMED IN THIS CONTRACT.
- 1.1.7 ACCEPTANCE OF RENT BY THE LANDLORD SHALL AT ALL TIMES BE WITHOUT PREJUDICE TO AND SHALL NOT BE A WAIVER OF THE LANDLORD'S RIGHTS AND REMEDIES IN RESPECT OF ANY BREACH OF YOUR AGREEMENTS OR RESPONSIBILITIES CONTAINED IN THIS CONTRACT.
- 1.1.8 SUBJECT TO **PARAGRAPH 1.1.9** OF THIS TERM IF YOU ARE MORE THAN 7 DAYS LATE IN PAYING ANY SUM OTHER THAN RENT DUE UNDER THIS CONTRACT THE LANDLORD RESERVES THE RIGHT TO CHARGE INTEREST ON THE AMOUNT OUTSTANDING AT THE INTEREST RATE (AS DEFINED IN **PARAGRAPH 1.1 OF ANNEXURE 2**) UNTIL PAYMENT IN FULL IS MADE. THIS WILL BE CALCULATED ON A DAILY BASIS STARTING ON THE DATE THAT PAYMENT FELL DUE TO THE DATE OF ACTUAL RECEIPT OF PAYMENT, BOTH DATES INCLUSIVE. THE LANDLORD WILL SEEK TO RECOVER THE INTEREST AS THOUGH IT WERE THE PAYMENT ITSELF.
- 1.1.9 INTEREST SHALL NOT BE PAYABLE ON PAYMENTS DUE TO THE LANDLORD UNDER **TERM 8.10**.

- 1.1.10 IF YOU HAVE NOT ALREADY DONE SO YOU MUST REGISTER WITH THE RELEVANT LOCAL AUTHORITY FOR PAYMENT OF COUNCIL TAX FROM THE ORIGINAL OCCUPATION DATE (DEFINED AT **PARAGRAPH 1.1 OF ANNEXURE 2**). YOU MUST PAY ALL COUNCIL TAX DIRECTLY TO THE RELEVANT LOCAL AUTHORITY ON DEMAND.
- 1.1.11 YOU MUST PAY TO THE RELEVANT UTILITY COMPANY (OR, IF THE LANDLORD RECHARGES THE COST OF UTILITIES TO YOU, TO THE LANDLORD) ALL CHARGES FOR ALL UTILITIES THAT ARE SUPPLIED TO THE DWELLING. WHERE A UTILITY IS CHARGED DIRECTLY BY A UTILITY COMPANY, IF YOU HAVE NOT ALREADY DONE SO YOU MUST ARRANGE FOR THE UTILITY ACCOUNT TO BE TRANSFERRED INTO YOUR NAME FROM THE ORIGINAL OCCUPATION DATE (AS DEFINED IN **PARAGRAPH 1.1 OF ANNEXURE 2**). YOU WILL BE RESPONSIBLE FOR ANY TRANSFER OR RECONNECTION CHARGES OF THE UTILITY COMPANY.
- 1.1.12 YOU MUST PAY ANY APPLICABLE TV LICENCE FEES TO THE BRITISH BROADCASTING CORPORATION FROM THE ORIGINAL OCCUPATION DATE (DEFINED AT **PARAGRAPH 1.1 OF ANNEXURE 2**) UNTIL YOU VACATE THE DWELLING AT THE END OF THIS CONTRACT.
- 1.1.13 Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration<sup>40</sup> paid or provided under the contract.

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

- 1.2.1 SUBJECT TO **PARAGRAPH 1.2.2** OF THIS TERM you are not required to pay the rent in respect of any day or part day during which:
- 1.2.1.1 the dwelling is unfit for human habitation<sup>41</sup>; OR
  - 1.2.1.2 THE LANDLORD'S INSURER CONSIDERS THAT THE DWELLING IS UNFIT FOR OCCUPATION DUE TO DAMAGE TO THE BUILDING BY AN INSURED RISK
- 1.2.2 RENT SHALL NOT BE SUSPENDED UNDER **TERM 1.2.1** IF **PARAGRAPHS 1.2.1.1 OR 1.2.1.2** APPLY WHOLLY OR MAINLY BECAUSE OF AN ACT OR OMISSION (INCLUDING AN ACT OR OMISSION AMOUNTING TO A LACK OF CARE AS DEFINED BY **TERM 6.5.3**) BY YOU OR A PERMITTED OCCUPIER OF THE DWELLING.

## 1.3 Right of set off<sup>42</sup> (F+)

If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent<sup>43</sup>.

## 1.4 Variation of rent<sup>44</sup> (F+)

- 
- 40** "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.
- 41** When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.
- 42** This term only applies to contracts under which rent is payable.
- 43** The "right of set off" means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.
- 44** This term only applies to contracts under which rent is payable.

- 1.4.1 The landlord may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on the date specified in the notice.
- 1.4.2 The period between the day on which the notice is given to you and the specified date may not be less than two months.
- 1.4.3 Subject to that:
  - 1.4.3.1 the first notice may specify any date, and
  - 1.4.3.2 subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.

## 1.5 Variation of other consideration<sup>45</sup> (F+)

- 1.5.1 Where consideration other than rent is payable under this contract, the amount of consideration may be varied:
  - 1.5.1.1 by agreement between the landlord and you, or
  - 1.5.1.2 by the landlord in accordance with **paragraphs 1.5.2 to 1.5.4** of this term.
- 1.5.2 The landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice.
- 1.5.3 The period between the day on which the notice is given to you and the specified date may not be less than two months.
- 1.5.4 Subject to that:
  - 1.5.4.1 the first notice may specify any date, and
  - 1.5.4.2 subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.

## 2. Deposit

### 2.1 Form of security (F+)

The landlord may not require security (which includes a deposit) to be given in any form other than:

- 2.1.1 money; or
- 2.1.2 a guarantee.

### 2.2 Requirement to use a deposit scheme (F)

- 2.2.1 If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme<sup>46</sup>.
- 2.2.2 Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must:

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<sup>45</sup> This term only applies to contracts under which consideration other than rent is payable.

<sup>46</sup> Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government's website.

- 2.2.2.1 comply with the initial requirements of the authorised deposit scheme; and
- 2.2.2.2 give you (and any person who has paid the deposit on your behalf) the required information.
- 2.2.3 The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to:
  - 2.2.3.1 the authorised deposit scheme which applies;
  - 2.2.3.2 the landlord's compliance with the initial requirements of the scheme; and
  - 2.2.3.3 the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

### 3. Prohibited conduct

#### 3.1 Anti-social behaviour and other prohibited conduct<sup>47</sup> (F)

- 3.1.1 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description):
  - 3.1.1.1 to live in the dwelling subject to this contract; or
  - 3.1.1.2 to live in a dwelling or other dwelling in the locality of the dwelling subject to this contract.
- 3.1.2 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity:
  - 3.1.2.1 in the dwelling subject to this contract; or
  - 3.1.2.2 in the locality of that dwelling.
- 3.1.3 You must not engage or threaten to engage in conduct:
  - 3.1.3.1 capable of causing nuisance or annoyance to:
    - (a) the landlord; or
    - (b) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions; and
  - 3.1.3.2 that is directly or indirectly related to or affects the landlord's housing management functions.

<sup>47</sup>

Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

- 3.1.4 You may not use or threaten to use the dwelling subject to this contract, including any common parts<sup>48</sup> and any other part of a building comprising the dwelling, for criminal purposes.
- 3.1.5 You must not, by any act or omission:
  - 3.1.5.1 allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in **paragraphs 3.1.1 to 3.1.3** of this term; or
  - 3.1.5.2 allow, incite or encourage any person to act as mentioned in **paragraph 3.1.4** of this term.

#### 4. Control of the dwelling

##### 4.1 Use of the dwelling by the contract-holder (S)

- 4.1.1 You must not carry on or permit any trade or business at the dwelling ~~without the landlord's consent~~.
- 4.1.2 YOU MUST OCCUPY THE DWELLING AS A PRIVATE RESIDENCE AS YOUR ONLY OR PRINCIPAL HOME.

##### 4.2 Permitted occupiers (S)

You may NOT permit ANY persons OTHER THAN THE PERMITTED OCCUPIERS SET OUT IN **ANNEXURE 4** ~~who are not lodgers<sup>49</sup> or sub-holders<sup>50</sup>~~ to live in OR OCCUPY the dwelling as a home. YOU MAY ADD FAMILY MEMBERS AS PERMITTED OCCUPIERS WITH THE LANDLORD'S PRIOR WRITTEN CONSENT WHICH WILL NOT BE UNREASONABLY WITHHELD SUBJECT TO THE ADDITION OF A PERMITTED OCCUPIER NOT CAUSING OVERCROWDING OF THE DWELLING. IF THE LANDLORD ASKS YOU TO CONFIRM THE IDENITITY OF THE PERSONS WHO ARE IN ACTUAL OCCUPATION OF THE DWELLING YOU MUST PROVIDE THE LANDLORD WITH THIS INFORMATION WITHIN 21 DAYS.

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

- 4.3.1 The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.
- 4.3.2 The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.
- 4.3.3 The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act<sup>51</sup>).
- 4.3.4 The landlord is to be treated as having interfered with your right if a person who:

**48** The common parts of a dwelling are a) any part of a building comprising a dwelling and b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others.

**49** Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

**50** Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

**51** Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92. Sections 91 and 92 of the Act are reflected in terms 6.1 and 6.2 of this contract.

- 4.3.4.1 acts on behalf of the landlord; or
  - 4.3.4.2 has an interest in the dwelling, or part of it, that is superior to the landlord's interest,
- interferes with your right by any lawful act or omission.

#### 4.4 **Landlord's right to enter the dwelling — Repairs (F+)**

- 4.4.1 The landlord may enter the dwelling at any reasonable time for the purpose of:
  - 4.4.1.1 inspecting its condition and state of repair; or
  - 4.4.1.2 carrying out works or repairs needed in order to comply with the obligations set out in **terms 6.1** and **6.2** of this contract.
- 4.4.2 The landlord must give at least 24 hours' notice to you before exercising that right.
- 4.4.3 **Paragraph 4.4.4** of this term applies where:
  - 4.4.3.1 the dwelling forms part only of a building; and
  - 4.4.3.2 in order to comply with the obligations set out in **terms 6.1** and **6.2** the landlord needs to carry out works or repairs in another part of the building.
- 4.4.4 The landlord is not liable for failing to comply with the obligations under **terms 6.1** and **6.2** if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.

#### 4.5 **Landlord's right to enter the dwelling — repairs to fixtures and fittings AND OTHER MATTERS (S)**

- 4.5.1 In circumstances where you have not undertaken the repairs that are your responsibility in accordance with **term 5.2.2** and **5.2.3**, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.
- 4.5.2 IN CIRCUMSTANCES WHERE YOU HAVE NOT COMPLIED WITH YOUR OBLIGATIONS UNDER **TERM 5.1** THE LANDLORD MAY PURSUANT TO **TERM 5.2.6** ENTER THE DWELLING AT ANY REASONABLE TIME FOR THE PURPOSES OF CARRYING OUT REPAIRS AND MAINTENANCE (INCLUDING DECORATIVE REPAIR).
- 4.5.3 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING AT ANY REASONABLE TIME FOR THE PURPOSES OF COMPLYING WITH THE LANDLORD'S LEGAL OBLIGATIONS.
- 4.5.4 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING AT ANY REASONABLE TIME TO MONITOR ANY WORKS OF DECORATIVE ALTERATION UNDERTAKEN PURSUANT TO **TERM 7.4**.
- 4.5.5 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING AT ANY REASONABLE TIME TO CARRY OUT REPAIRS OR ALTERATIONS TO NEIGHBOURING DWELLINGS OR PROPERTIES IF SUCH ACCESS IS REASONABLY REQUIRED TO CARRY OUT THE REPAIRS OR ALTERATIONS.
- 4.5.6 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING BETWEEN THE HOURS OF 9AM AND 8PM OR, IF OUTSIDE THIS TIME PERIOD AS AGREED WITH YOU

IN ADVANCE, TO SHOW THE DWELLING TO PROSPECTIVE NEW CONTRACT HOLDERS, TENANTS OR OCCUPIERS.

- 4.5.7 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING, BETWEEN THE HOURS OF 9AM AND 8PM OR, IF OUTSIDE THIS TIME PERIOD AS AGREED WITH YOU IN ADVANCE, TO SHOW THE DWELLING TO ESTATE AGENTS, PROSPECTIVE PURCHASERS OF THE LANDLORD'S PROPERTY AND THEIR PROFESSIONAL ADVISORS.
- 4.5.8 THE LANDLORD IS ENTITLED TO ENTER THE DWELLING AT ANY REASONABLE TIME FOR ANY OTHER REASONABLE PURPOSE, INCLUDING: SELLING OR MORTGAGING THE LANDLORD'S PROPERTY; BUILDING WORKS; IMPROVEMENT WORKS; HEALTH AND SAFETY ASSESSMENTS; AND MONITORING ENERGY CONSUMPTION AND EFFICIENCY.
- 4.5.9 FOR THE PURPOSES OF **TERMS 4.5.1 TO 4.5.8** (INCLUSIVE) the landlord must give you at least 24 hours' notice before entering the dwelling.
- 4.5.10 IF THE LANDLORD PROVIDES YOU WITH AT LEAST 24 HOURS' NOTICE IN ADVANCE THE LANDLORD MAY ACCESS THE DWELLING WHEN YOU ARE NOT THERE.

#### 4.6 **Landlord's right to enter the dwelling — Emergencies (S)**

- 4.6.1 In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.
- 4.6.2 If you do not provide access immediately, the landlord may enter the dwelling without your permission. THE LANDLORD MAY ALSO ENTER THE DWELLING WHEN YOU ARE NOT THERE.
- 4.6.3 If the landlord enters the dwelling in accordance with **paragraph 4.6.2** of this term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.
- 4.6.4 For the purposes of **paragraph 4.6.1** of this term, an emergency includes:
  - 4.6.4.1 something which requires urgent work to prevent the dwelling or dwellings, THE CONTENTS, THE BUILDING OR ANY PROPERTY in the vicinity from being severely damaged, further damaged or destroyed; and
  - 4.6.4.2 something which if not dealt with by the landlord immediately, would put at imminent risk the LIFE OR health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

#### 5. **Care of the dwelling — contract-holder's responsibilities**

##### 5.1 **Duty to take care of the dwelling AND THE COMMON PARTS (S)**

You are not liable for fair wear and tear to the dwelling or to THE CONTENTS OR THE COMMON PARTS but must:

- 5.1.1 take proper care of the dwelling, THE CONTENTS AND THE COMMON PARTS BY NOT CAUSING ANY DAMAGE TO THE DWELLING, THE CONTENTS OR THE COMMON PARTS;
- 5.1.2 not remove any CONTENTS from the dwelling without the consent of the landlord;

- 5.1.3 keep the dwelling AND THE COMMON PARTS in a state of reasonable decorative order BY:
- 5.1.3.1 NOT REMOVING FROM, AFFIXING TO OR DAMAGING THE DECORATIVE FINISH OF THE DWELLING OR THE COMMON PARTS; AND
  - 5.1.3.2 REDECORATING THE DWELLING WHERE NECESSARY DUE TO CAUSES OTHER THAN FAIR WEAR AND TEAR TO A GOOD STANDARD AND IN THE SAME COLOUR;
- 5.1.4 not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier<sup>52</sup>, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling;
- 5.1.5 NOT LEAVE ANY ITEMS IN THE COMMON PARTS NOR OBSTRUCT THEM;
- 5.1.6 NOT DO ANYTHING WHICH COULD CAUSE DAMAGE TO ANY ELECTRICAL INSTALLATIONS OR OTHER EQUIPMENT IN OR SERVING THE DWELLING OR THE COMMON PARTS;
- 5.1.7 USE REASONABLE ENDEAVOURS TO ENSURE THAT THE COMMON PARTS AND ANY FIXTURES, FITTINGS, PLANT OR EQUIPMENT IN THEM, THE STRUCTURE OF AND THE EXTERIOR TO THE BUILDING ARE NOT DAMAGED BY ANY ACTS OR OMISSIONS;
- 5.1.8 KEEP THE DWELLING IN A CLEAN CONDITION;
- 5.1.9 CLEAN THE INSIDE OF THE WINDOWS OF THE DWELLING THAT YOU CAN REASONABLY AND SAFELY REACH (INSIDE AND OUT) AT LEAST ONCE A MONTH;
- 5.1.10 NOT BREAK ANY OF THE WINDOWS IN THE DWELLING OR THE COMMON PARTS;
- 5.1.11 REPLACE ALL FUSES, LIGHT BULBS AND FLUORESCENT TUBES WITHIN THE DWELLING WHEN THEY REACH THE END OF THEIR USEFUL LIFE;
- 5.1.12 NOT BLOCK ANY GUTTERS, SEWERS, DRAINS, TOILET BOWLS, CISTERNS, BASINS, BATHS, SHOWERS, WATER PIPES, CHIMNEYS, DUCTS AND OTHER FITTINGS YOU HAVE REASONABLE ACCESS TO;
- 5.1.13 COMPLY WITH ALL RELEVANT LEGISLATION, REGULATIONS, BRITISH STANDARDS AND CODES OF PRACTICE IN RESPECT OF ANY REPAIRS OR MAINTENANCE WORKS YOU CARRY OUT TO THE DWELLING; AND
- 5.1.14 IN THE EVENT THAT YOU ELECT TO INSTRUCT CONTRACTORS IN ORDER TO COMPLY WITH YOUR OBLIGATION UNDER **PARAGRAPH 5.1.13** OF THIS TERM YOU MUST ENSURE THAT THEY ARE APPROPRIATELY QUALIFIED AND ACCREDITED.

## 5.2 **Duty to notify landlord of defect or disrepair (S)**

- 5.2.1 You must notify the landlord IN WRITING as soon as reasonably practicable BUT, IN ANY EVENT, ALWAYS WITHIN 24 HOURS OF BECOMING AWARE of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility OR ANY DEFAULT IN THE PROVISION OF THE INTERNET SERVICES IDENTIFIED AS BEING INCLUDED IN THE RENT IN **PART 2 KEY MATTERS**.

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<sup>52</sup> Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

- 5.2.2 Where you reasonably believe that any fault, defect, damage or disrepair to the CONTENTS is not the landlord's responsibility, you must, within a reasonable period of time, carry out repairs to such CONTENTS, or replace them.
- 5.2.3 The circumstances in which **paragraph 5.2.2** of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care<sup>53</sup> by you, any permitted occupier or any person visiting the dwelling.
- 5.2.4 YOU MUST NOTIFY THE LANDLORD IN WRITING AS SOON AS REASONABLY PRACTICABLE BUT, IN ANY EVENT, ALWAYS WITHIN 24 HOURS OF BECOMING AWARE OF ANY MATTER THAT MAY REQUIRE THE LANDLORD TO CLAIM UPON ITS BUILDINGS INSURANCE POLICY.
- 5.2.5 YOU MUST NOTIFY THE LANDLORD IMMEDIATELY IF YOU BECOME AWARE OF ANY BURGLARY OR ATTEMPTED BREAK IN AT THE DWELLING OR BUILDING.
- 5.2.6 IN THE EVENT THAT YOU FAIL TO COMPLY WITH YOUR OBLIGATIONS UNDER **TERM 5.1** THE LANDLORD IS ENTITLED TO SERVE NOTICE ON YOU REQUIRING THAT YOU COMPLY WITH THE OBLIGATION WITHIN A REASONABLE PERIOD OF TIME AS SPECIFIED IN THE NOTICE. IF YOU FAIL TO DO SO THE LANDLORD IS ENTITLED TO (BUT IS NOT OBLIGED TO) ENTER THE DWELLING TO CARRY OUT THE OBLIGATION AND EFFECT THE REPAIRS AND MAINTENANCE (INCLUDING DECORATIVE REPAIR) TO THE DWELLING AND/OR THE CONTENTS ON YOUR BEHALF AND THE LANDLORD IS ENTITLED TO CLAIM DAMAGES FROM YOU TO COVER THE REASONABLE COSTS OF DOING SO.

## 6. Care of the dwelling — landlord's obligations

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

- 6.1.1 The landlord must ensure that the dwelling is fit for human habitation<sup>54</sup>:
  - 6.1.1.1 on the occupation date of this contract; and
  - 6.1.1.2 for the duration of this contract.
- 6.1.2 The reference to the dwelling in **paragraph 6.1.1** of this term includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

### 6.2 Landlord's obligation to keep dwelling in repair (F+)

- 6.2.1 The landlord must:
  - 6.2.1.1 keep in repair the structure and exterior of the dwelling (including drains, gutters, and external pipes); and
  - 6.2.1.2 keep in repair and proper working order the service installations in the dwelling.
- 6.2.2 If the dwelling forms part only of a building, the landlord must:

<sup>53</sup> Section 96(3) of the Act defines "lack of care" as a failure to take proper care (a) of the dwelling, or (b )if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.

<sup>54</sup> When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.

- 6.2.2.1 keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest; and
- 6.2.2.2 keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either:
  - (a) forms part of any part of the building in which the landlord has an estate or interest; or
  - (b) is owned by the landlord or is under the landlord's control.
- 6.2.3 The standard of repair required by **paragraphs 6.2.1** and 6.2.2 of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.
- 6.2.4 In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

### 6.3 Further landlord obligations in relation to terms 6.1 and 6.2 (F+)

- 6.3.1 The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under **terms 6.1** and **6.2**.
- 6.3.2 The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under **terms 6.1** and **6.2**.

### 6.4 Limits on landlord obligations in relation to terms 6.1 and 6.2: General (F+)

- 6.4.1 **Term 6.1** does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- 6.4.2 The landlord's obligations under **paragraphs 6.1.1** and **6.2.1** do not require the landlord:
  - 6.4.2.1 to keep in repair anything which you are entitled to remove from the dwelling; or
  - 6.4.2.2 to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.
- 6.4.3 If the dwelling forms part only of a building, the landlord's obligation under **terms 6.1.1** and **6.2.1** do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.
- 6.4.4 Relevant causes for the purpose of **paragraphs 6.4.2.2** and **6.4.3** of this term are fire, storm, flood or other inevitable accident.
- 6.4.5 **Term 6.2.2** does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of:
  - 6.4.5.1 the dwelling; or
  - 6.4.5.2 the common parts that you are entitled to use under this contract.

6.5      **Limits on landlord obligations in relation to terms 6.1 and 6.2: contract-holder's fault (F+)**

- 6.5.1     **Term 6.1.1** does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.
- 6.5.2     The landlord is not obliged by **term 6.2.1** or **6.2.2** to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.
- 6.5.3     "Lack of care" means a failure to take proper care:
  - 6.5.3.1     of the dwelling; or
  - 6.5.3.2     if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

6.6      **Limits on landlord obligations in relation to terms 6.1 and 6.2: notice (F+)**

- 6.6.1     The landlord's obligations under **term 6.1.1.2** and under **term 6.2.1** and **6.2.2** do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.
- 6.6.2     The landlord complies with the obligations under **term 6.1.1.2** and under **terms 6.2.1** and **6.2.2** if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.
- 6.6.3     If:
  - 6.6.3.1     the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"); and
  - 6.6.3.2     the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with **term 6.1.1** or **6.2.1** or **6.2.2**,

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

6.7      **Rights of permitted occupiers (F+)**

- 6.7.1     A permitted occupier<sup>55</sup> who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with **term 6.1** or **6.2**, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

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<sup>55</sup> Section 244(5) of the Act provides that a person is a permitted occupier of a dwelling subject to an occupation contract if (a) he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or (b) he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

6.7.2 But a permitted occupier who is a lodger<sup>56</sup> or sub-holder<sup>57</sup> may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation<sup>58</sup> contract is made, in accordance with this contract.

7. **Making changes to the dwelling or utilities**

7.1 **Changes to the dwelling (S)**

7.2 SAVE FOR THE ALTERATIONS THAT MAY BE CARRIED OUT WITH LANDLORD'S CONSENT PURSUANT TO **TERM 7.4** you must not make any alteration to the dwelling.

7.3 the purposes of **paragraph 7.2** of this term, "alteration" includes:

- 7.3.1 ANY ALTERATION, REMOVAL OR REPLACEMENT OF THE STRUCTURE OF THE BUILDING, EG KNOCKING DOWN OR PUTTING UP WALLS, OR ALTERING THE CONFIGURATION OF THE DWELLING;
- 7.3.2 ANY ALTERATION, REMOVAL OR REPLACEMENT OF NON-STRUCTURAL ELEMENTS OF THE DWELLING, SUCH AS NON-LOAD BEARING PARTITION WALLS;
- 7.3.3 any REMOVAL, addition to or alteration of the fixtures and fittings in the dwelling;
- 7.3.4 the erection of an aerial, CCTV or satellite dish;
- 7.3.5 THE INSTALLATION, ALTERATION OR REMOVAL OF CABLE TELEVISION OR TELEPHONE CABLES AND ASSOCIATED INSTALLATIONS;
- 7.3.6 INSTALLATION OF CENTRAL HEATING OR ALTERNATIVE HEATING APPARATUS IN THE DWELLING;
- 7.3.7 ALTERATIONS TO DOORS, WINDOWS OR FLOORING;
- 7.3.8 ALTERATIONS TO ANY SAFETY CONTROLS ON DOORS AND WINDOWS;
- 7.3.9 WALLPAPERING OR ARTEXING;
- 7.3.10 FIXING PICTURES, POSTERS AND OTHER ITEMS TO THE WALLS CEILINGS OR WOODWORK;
- 7.3.11 ALTERATION TO THE EXTERNAL BALCONY / FAÇADE;
- 7.3.12 INSTALLATION OF BLINDS AND OTHER WINDOW FURNITURE;
- 7.3.13 the erection, removal or structural alteration to sheds, garages or any other structures in OR FORMING PART OF the dwelling OR THE BUILDING; and
- 7.3.14 the carrying out of INTERNAL OR external decoration to the dwelling.

7.4 WITH THE PRIOR WRITTEN CONSENT OF THE LANDLORD YOU MAY:

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**56** Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

**57** Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

**58** Section 59(2) of the Act provides that a "sub-occupation contract" is an occupation contract (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates

- 7.4.1 CARRY OUT DECORATION WORKS TO THE INTERIOR OF THE DWELLING TO A GOOD STANDARD AND IN A COLOUR APPROVED BY THE LANDLORD, SAVE THAT REDECORATION IN COMPLIANCE WITH **TERM 5.1.3.2** WILL NOT REQUIRE THE LANDLORD'S CONSENT; AND
- 7.4.2 FIX POSTERS, PICTURES, PHOTOGRAPHS OR ORNAMENTS TO THE WALLS, CEILINGS OR WOODWORK, USING A REASONABLE NUMBER OF PICTURE HOOKS, SUBJECT TO A CONDITION THAT WHEN YOU VACATE THE DWELLING AT THE END OF THIS CONTRACT, YOU MUST REMOVE ALL FIXINGS AND REPAIR ALL DAMAGE DONE, INCLUDING REMOVING ANY STAINING CAUSED BY THE METHOD OF FIXING.

## 7.5 **Changes to the provision of utilities to the dwelling (S)**

- 7.5.1 You may change any of the suppliers to the dwelling of:
  - 7.5.1.1 electricity
  - 7.5.1.2 telephone, internet, cable television or satellite television services.
- BUT YOU MAY NOT CHANGE ANY OF THE SUPPLIERS TO THE DWELLING OF GAS OR OTHER FUEL, WATER (INCLUDING SEWERAGE) SERVICES, HEATING OR HOT WATER.
- 7.5.2 You must inform the landlord as soon as reasonably practicable of any changes made pursuant to **paragraph 7.5.1** of this term.
- 7.5.3 You must not:
  - 7.5.3.1 leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the ORIGINAL occupation date; or
  - 7.5.3.2 install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.
- 7.5.4 For the purposes of **paragraph 7.5.3.2** of this term, "*specified service installations*" means an installation for the supply of water, gas, electricity or other fuel (if applicable) for sanitation, for space heating or for heating water
- 7.5.5 UNLESS ALREADY INSTALLED ON THE ORIGINAL OCCUPATION DATE, YOU MUST NOT INSTALL ANY COIN OPERATED, PREPAID CARD OR KEY OPERATED METERS AT THE DWELLING (OR IN THE BUILDING) WITHOUT THE LANDLORD'S PRIOR WRITTEN CONSENT.

## 8. **Security and safety of the dwelling: contract-holder's responsibilities**

### 8.1 **Security of the dwelling — unoccupied periods (S)**

If you become aware that the dwelling has been or will be unoccupied for ~~seven~~ 14 or more consecutive days, you must notify the landlord IN WRITING as soon as reasonably practicable. IF YOU PLAN TO LEAVE THE DWELLING UNOCCUPIED FOR MORE THAN 28 DAYS, YOU MUST LEAVE A KEY WITH THE LANDLORD IN CASE THERE IS AN EMERGENCY AND THE LANDLORD NEEDS ACCESS TO THE DWELLING UNDER **TERM 4.6**.

### 8.2 **Security of the dwelling — locks (S)**

- 8.3 You must take reasonable steps to ensure the dwelling is secure.

- 8.4 You may NOT change REMOVE OR INSTALL any lock on the external or internal doors OR WINDOWS of the dwelling, THE BUILDING OR THE COMMON PARTS.
- 8.5 WHEN LEAVING THE DWELLING UNATTENDED OR UNOCCUPIED FOR ANY LENGTH OF TIME YOU MUST ALWAYS LOCK AND SECURE ALL DEADLOCKS AND OTHER LOCKS AND BOLTS FITTED TO THE DOORS AND WINDOWS OF THE DWELLING.
- 8.6 YOU MUST NOT HAVE ANY ADDITIONAL KEYS CUT OR KEY FOBS OR ENTRY CARDS COPIED FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OR WINDOWS OF THE DWELLING, THE BUILDING OR THE COMMON PARTS.
- 8.7 YOU MUST NOT SHARE, DISCLOSE OR GIVE ANY KEYS, ACCESS KEY CODES, KEY FOBS OR ENTRY CARDS FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OR WINDOWS OF THE DWELLING, THE BUILDING OR THE COMMON PARTS TO ANY PERSON WHO IS NOT A PERMITTED OCCUPIER AND YOU MUST ENSURE PERMITTED OCCUPIERS DO NOT SHARE, DISCLOSE OR GIVE AWAY KEYS, KEY FOBS OR ENTRY CARDS TO A THIRD PARTY.
- 8.8 YOU MUST NOT LOSE ANY KEYS, KEY FOBS OR ENTRY CARDS FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OR WINDOWS OF THE DWELLING, THE BUILDING OR THE COMMON PARTS.
- 8.9 YOU MUST INFORM THE LANDLORD AS SOON AS REASONABLY POSSIBLE IF YOU LOSE, DISCLOSE, SHARE OR GIVE AWAY ANY ACCESS CODE, KEY, KEY FOB OR ENTRY CARD FOR ANY LOCK ON THE EXTERNAL OR INTERNAL DOORS OR WINDOWS OF THE DWELLING, THE BUILDING OR THE COMMON PARTS.
- 8.10 IN THE EVENT THAT YOU BREACH THE TERMS OF THIS CONTRACT AND AS A RESULT A LOCK THAT GIVES ACCESS TO THE DWELLING NEEDS TO BE CHANGED, ADDED OR REMOVED, OR A KEY OR OTHER SECURITY DEVICE THAT GIVES ACCESS TO THE DWELLING NEEDS TO BE REPLACED, THE LANDLORD WILL CHARGE YOU THE ACTUAL COST (INCLUDING THE LABOUR OF A THIRD PARTY CONTRACTOR) OF CHANGING, ADDING OR REMOVING THE LOCK AND/OR REPLACING THE KEY OR OTHER SECURITY DEVICE AND WILL PROVIDE YOU WITH A COPY OF INVOICE(S) OR RECEIPT(S) EVIDENCING SUCH COSTS.

## 9. **Creating a sub-tenancy or sub-liscence, transferring the contract or taking out a mortgage**

### 9.1 **Permissible forms of dealing (F+)**

- 9.1.1 You may not deal with this contract, the dwelling or any part of the dwelling except:
  - 9.1.1.1 in a way permitted by this contract; or
  - 9.1.1.2 in accordance with a family property order (see section 251 of the Act)<sup>59</sup>.
- 9.1.2 A joint contract-holder may not deal with his or her rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except:
  - 9.1.2.1 in a way permitted by this contract; or
  - 9.1.2.2 in accordance with a family property order.
- 9.1.3 If you do anything in breach of **paragraph 9.1.1** of this term, or a joint contract-holder does anything in breach of **paragraph 9.1.2** of this term:

<sup>59</sup> Section 251 of the Act sets out the meaning of "family property order" for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

- 9.1.3.1 the transaction is not binding on the landlord; and
  - 9.1.3.2 you or a joint contract-holder are in breach of this contract (despite the transaction not being binding on the landlord).
- 9.1.4 "*Dealing*" includes:
- 9.1.4.1 creating a tenancy, or creating a licence which confers the right to occupy the dwelling;
  - 9.1.4.2 transferring; and
  - 9.1.4.3 mortgaging or otherwise charging.

## 9.2 **Permitting lodgers (S)**

You must not allow persons to live in the dwelling as lodgers<sup>60</sup>.

## 10. **Provisions about joint contract-holders**

### 10.1 **Adding a joint contract-holder (F+)**

- 10.1.1 You, as the contract-holder under this contract, and another person may, with the consent of the landlord<sup>61</sup>, make that person a joint contract-holder under this contract.
- 10.1.2 If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

### 10.2 **Withdrawal of a joint contract holder (F+)**

- 10.2.1 If you are a joint contract-holder, you may withdraw from this contract by giving notice (a "withdrawal notice") to the landlord.
- 10.2.2 The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the "withdrawal date").
- 10.2.3 You must give a written warning to the other joint contract-holders when you give the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- 10.2.4 The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- 10.2.5 You will cease to be a party to this contract on the withdrawal date.
- 10.2.6 A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under **term 12.2** (contract-holder's notice

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**60** Section 244(3) and (4) of the Act provides that 'a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.'

**61** When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a 'landlord' may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions'. What is reasonable is to be determined having regard to Schedule 6 to the Act.

to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.

- 10.2.7 **Paragraph 10.2.3** of this term does not apply to a notice which is treated as a withdrawal notice because of **paragraph 10.2.6** of this term.

#### 10.3 **Withdrawal of a joint contract holder – notice required (S)**

The minimum time period between the date on which a notice under **term 10.2** is given to the landlord, and the date specified in the notice, is one month.

#### 10.4 **Joint contract-holder ceasing to be a party to a contract – survivorship (F)**

- 10.4.1 If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are:
- 10.4.1.1 fully entitled to all the rights under this contract; and
  - 10.4.1.2 liable to perform fully every obligation owed to the landlord under this contract.
- 10.4.2 The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to this contract.
- 10.4.3 Nothing in **paragraph 10.2.1** or **10.2.2** of this term removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.
- 10.4.4 This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under this contract are transferred in accordance with this contract.

### 11. **Termination of contract – general**

#### 11.1 **Permissible termination etc. (F)**

- 11.1.1 This contract may be ended only in accordance with:
- 11.1.1.1 the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 these are **terms 11.1 to 11.4, 12.1 to 15.1 and term 18.1**<sup>62</sup>; or
  - 11.1.1.2 any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- 11.1.2 Nothing in this term affects:
- 11.1.2.1 any right of the landlord or contract-holder to rescind this contract; or
  - 11.1.2.2 the operation of the law of frustration<sup>63</sup>.

**62** The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 11.1 to 11.4, 12.1 to 15.1 and term 18.1.

**63** The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.

## 11.2 **Termination by agreement (F+)**

- 11.2.1 If the landlord and you agree to end this contract, this contract ends:
  - 11.2.1.1 when you give up possession of the dwelling in accordance with what you agree with the landlord; or
  - 11.2.1.2 if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.
- 11.2.2 An occupation contract is a substitute contract if:
  - 11.2.2.1 it is made in respect of the same (or substantially the same) dwelling as the original contract; and
  - 11.2.2.2 you were also the contract-holder under the original contract.

## 11.3 **Repudiatory breach by landlord (F+)**

If the landlord commits a repudiatory breach<sup>64</sup> of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

## 11.4 **Death of a sole contract-holder (F)**

- 11.4.1 If you are the sole contract-holder, this contract ends:
  - 11.4.1.1 one month after your death; or
  - 11.4.1.2 if earlier, when the landlord is given notice of your death by the authorised persons.
- 11.4.2 The authorised persons are:
  - 11.4.2.1 your personal representatives; or
  - 11.4.2.2 the permitted occupiers of the dwelling aged 18 and over (if any) acting together.
- 11.4.3 This contract does not end if under section 74 (persons qualified to succeed) of the Act one or more persons are qualified to succeed you.
- 11.4.4 This contract does not end if, at your death, a family property order<sup>65</sup> has effect which requires the contract to be transferred to another person.
- 11.4.5 If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends:
  - 11.4.5.1 when the order ceases to have effect; or
  - 11.4.5.2 if later, at the time this contract would end under **paragraph 11.4.1** of this term.

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<sup>64</sup> A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.

<sup>65</sup> Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

11.5 **Contract-holders' obligations at the end of the contract (S)**

- 11.5.1 When you vacate the dwelling at the end of this contract, you must:
- 11.5.1.1 remove from the dwelling, THE COMMON PARTS AND ANY BICYCLE OR OTHER STORAGE FACILITIES all property belonging:
- (a) to you; or
- (b) to any permitted occupier who is not entitled to remain in occupation of the dwelling;
- 11.5.1.2 (SUBJECT TO **TERM 5.1**) return any property belonging to the landlord (INCLUDING THE DWELLING AND THE CONTENTS) to the position STATE AND CONDITION that property was in on the ORIGINAL occupation date; and
- 11.5.1.3 return to the landlord all keys, KEY FOBS AND ENTRY CARDS which enable access to 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;
- 11.5.1.4 RETURN ALL CONTENTS TO THE PLACES AS THEY WERE LISTED IN THE INVENTORY;
- 11.5.1.5 REPAIR TO A PROFESSIONAL STANDARD ANY WALL OR OTHER SURFACES ON WHICH YOU HAVE HUNG PHOTOGRAPHS, PICTURES, POSTERS ETC;
- 11.5.1.6 REDECORATE ANY ROOMS OR PARTS OF THE DWELLING TO THE LANDLORD'S SATISFACTION IF YOU HAVE DECORATED THEM WITHOUT THE LANDLORD'S WRITTEN CONSENT;
- 11.5.1.7 CLEAN THE DWELLING AND CONTENTS (INCLUDING CARPETS, CURTAINS AND SOFT FURNISHINGS SET OUT IN THE INVENTORY) TO A PROFESSIONAL STANDARD TO THE LANDLORD'S SATISFACTION. IF YOU BREACH THIS TERM THE LANDLORD IS ENTITLED TO CLAIM DAMAGES FROM YOU TO COVER THE COSTS THE LANDLORD INCURS IN CLEANING THE DWELLING AND CONTENTS TO A PROFESSIONAL STANDARD;
- 11.5.1.8 RETURN ANY HIRED TELEVISION OR OTHER EQUIPMENT OR APPLIANCE TO THE COMPANY YOU RENTED THEM FROM;
- 11.5.1.9 REMOVE ALL RUBBISH FROM THE DWELLING;
- 11.5.1.10 NOTIFY ALL UTILITY COMPANIES THE LOCAL AUTHORITY THE BRITISH BROADCASTING CORPORATION (IF APPLICABLE) AND ANY APPLICABLE INTERNET SERVICES PROVIDER OF THE DATE YOU VACATE THE DWELLING AT THE END OF THE CONTRACT AND PAY ALL OUTSTANDING UTILITIES COUNCIL TAX TELEVISION LICENCE (IF APPLICABLE) AND ANY APPLICABLE INTERNET SERVICES ACCOUNTS UP TO AND INCLUDING THE DAY THAT YOU VACATE THE DWELLING AT THE END OF THE CONTRACT. IF THE LANDLORD REQUESTS PROOF OF PAYMENT OF SUCH ACCOUNTS YOU MUST PROVIDE IT AS SOON AS REASONABLY PRACTICABLE. YOU MUST NOT ALLOW THE UTILITIES OR THE INTERNET SERVICES TO BE CUT OFF OR DISCONNECTED. IN THE EVENT THAT YOU ALLOW THE DISCONNECTION OF THE UTILITIES OR THE INTERNET SERVICES, YOU WILL BE LIABLE TO PAY THE RECONNECTION COSTS;

- 11.5.1.11 DELIVER TO THE LANDLORD ALL REMOTE CONTROL DEVICES WHICH FORM PART OF THE DWELLING OR THE CONTENTS; AND
  - 11.5.1.12 PROVIDE THE LANDLORD WITH A FORWARDING ADDRESS WHERE YOU MAY BE CONTACTED FOR A MINIMUM PERIOD OF SIX MONTHS AFTER YOU HAVE VACATED THE DWELLING.
- 11.5.2 IF YOU FAIL TO REMOVE ANY OF THE PROPERTY REFERRED TO IN **TERM 11.5.1.1** THE LANDLORD WILL REMOVE AND STORE ANY ITEMS LEFT IN THE DWELLING, THE COMMON PARTS AND ANY BICYCLE OR OTHER STORAGE FACILITIES FOR A MAXIMUM OF ONE CALENDAR MONTH. YOU WILL BE CHARGED FOR THE STORAGE COSTS THE LANDLORD INCURS IN DOING SO. IF THE ITEMS ARE NOT COLLECTED WITHIN ONE CALENDAR MONTH THE LANDLORD WILL DISPOSE OF THEM AND YOU WILL BE CHARGED THE COSTS OF DISPOSAL.

11.6 **Repayment of rent or other consideration (S)**

The landlord must repay, within a reasonable time of the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends. THIS **TERM 11.6** WILL NOT APPLY WHEN THE LANDLORD TERMINATES THIS CONTRACT DUE IN WHOLE OR IN PART TO ANY BREACH OR DEFAULT BY YOU OF YOUR OBLIGATIONS UNDER THIS CONTRACT.

12. **Termination by contract-holder**

12.1 **Early termination by contract-holder (F+)**

- 12.1.1 You may end this contract at any time before the earlier of:
  - 12.1.1.1 the landlord giving you a written statement of this contract under **term 17.1.1**; or
  - 12.1.1.2 the occupation date.
- 12.1.2 To end this contract under **paragraph 12.1** of this term, you must give a notice to the landlord stating that you are ending this contract<sup>66</sup>.
- 12.1.3 On giving the notice to the landlord, you:
  - 12.1.3.1 cease to have any liability under this contract; and
  - 12.1.3.2 become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

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<sup>66</sup>

See term 18.2 regarding the giving of a notice.

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

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

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

The date specified in a notice under **term 12.2** may not be less than four weeks after the day on which the notice is given to the landlord.

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

- 12.4.1 If you give up possession of the dwelling on or before the date specified in a notice under **term 12.2**, this contract ends on the date specified in the notice.
- 12.4.2 If you give up possession of the dwelling after that date but in connection with the notice, this contract ends:
  - 12.4.2.1 on the day on which you give up possession of the dwelling; or
  - 12.4.2.2 if an order for possession is made, on the date determined in accordance with **term 17.1**
- 12.4.3 The notice ceases to have effect if, before this contract ends:
  - 12.4.3.1 you withdraw the notice by further notice to the landlord; and
  - 12.4.3.2 the landlord does not object to the withdrawal in writing before the end of a reasonable period.

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

If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

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

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

The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in **terms 14.1 to 14.6 and 18.1**.

### 13.2 **Possession notices**

- 13.2.1 This term applies in relation to a possession notice which the landlord is required to give to you under any of the following terms before making a possession claim:
  - 13.2.1.1 **term 14.2** (in relation to a breach of contract by a contract-holder);
  - 13.2.1.2 **term 14.4** (in relation to estate management grounds);
  - 13.2.1.3 **term 14.8** (in relation to a contract-holder's notice); and
  - 13.2.1.4 **term 14.6** (in relation to serious rent arrears).
- 13.2.2 The notice must (in addition to specifying the ground on which the claim will be made):

- 13.2.2.1 state the landlord's intention to make a possession claim;
- 13.2.2.2 give particulars of the ground for seeking possession; and
- 13.2.2.3 state the date after which the landlord is able to make a possession claim.

14. **Termination by the landlord: grounds for making a possession claim**

14.1 **Breach of contract (F+)**

- 14.1.1 If you breach this contract, the landlord may on that ground make a possession claim.
- 14.1.2 Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

14.2 **Restrictions on making a possession claim in relation to a breach of contract (F+)**

- 14.2.1 Before making a possession claim on the ground in **term 14.1**, the landlord must give you a possession notice specifying that ground.
- 14.2.2 The landlord may make a possession claim in reliance on a breach of **term 3.1** (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.
- 14.2.3 The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.
- 14.2.4 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.

14.3 **Estate management grounds (F+)**

- 14.3.1 The landlord may make a possession claim on one or more of the estate management grounds.
- 14.3.2 The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in **Annexure 1** to this contract.
- 14.3.3 Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless:
  - 14.3.3.1 it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act); and
  - 14.3.3.2 it is satisfied that suitable alternative dwelling (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).
- 14.3.4 If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.
- 14.3.5 **Paragraph 14.3.4** of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

**14.4      Restrictions on making a possession claim under term 14.3 (estate management grounds) (F+)**

- 14.4.1      Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.
- 14.4.2      The landlord may not make the claim:
  - 14.4.2.1      before the end of the period of one month starting with the day on which the landlord gives you the possession notice; or
  - 14.4.2.2      after the end of the period of six months starting with that day.
- 14.4.3      If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act<sup>67</sup> subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.
- 14.4.4      The landlord may not give you a possession notice specifying estate management Ground G (dwelling not required by successor):
  - 14.4.4.1      before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death; or
  - 14.4.4.2      after the end of the period of twelve months starting with that day.
- 14.4.5      The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

**14.5      Serious rent arrears (F+)**

- 14.5.1      If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.
- 14.5.2      You are seriously in arrears with your rent:
  - 14.5.2.1      where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
  - 14.5.2.2      where the rental period is a month, if at least two months' rent is unpaid;
  - 14.5.2.3      where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears; or
  - 14.5.2.4      where the rental period is a year, if at least 25% of the rent is more than three months in arrears.
- 14.5.3      Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights)<sup>68</sup> make an order for possession of the dwelling if it is satisfied that you:

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**67**      Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in Annexure 1 to this contract).

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

- 14.5.3.1 were seriously in arrears with your rent on the day on which the landlord gave you the possession notice; and
- 14.5.3.2 are seriously in arrears with your rent on the day on which the court hears the possession claim.

14.6 **Restrictions on making a possession claim under term 14.5 (serious rent arrears) (F+)**

- 14.6.1 Before making a possession claim on the ground in **term 14.5**, the landlord must give you a possession notice specifying that ground.
- 14.6.2 The landlord may not make the claim:
  - 14.6.2.1 before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice; or
  - 14.6.2.2 after the end of the period of six months starting with that day.

14.7 **Recovery of possession on the ground of a notice given under term 12.2 (contract-holder's notice) (F+)**

- 14.7.1 If you fail to give up possession of the dwelling on the date specified in a notice under **term 12.2**, the landlord may on that ground make a possession claim.
- 14.7.2 Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights).

14.8 **Restrictions on making a possession claim under term 14.7 (F+)**

- 14.8.1 Before making a possession claim on the ground in **term 14.7** the landlord must give you a possession notice specifying that ground.
- 14.8.2 The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.
- 14.8.3 But the landlord may not make the possession claim after the end of the period of six months starting with that day.
- 14.8.4 The landlord may not give you a possession notice specifying the ground in **term 14.7** after the end of the period of two months starting with the date specified in the notice under **term 12.2** as the date on which you would give up possession of the dwelling.

15. **Termination by the landlord: landlord's notice**

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

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

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

The date specified in any notice given under **term 15.1** may not be less than six months after the day on which the notice is given to you.

15.3 **Restrictions on giving further notices under term 15.1 (landlord's notice) (F+)**

- 15.3.1 **Paragraphs 15.3.2 and 15.3.3 apply where:**

- 15.3.1.1 a landlord has given you a notice under **term 15.1** ("the first notice"); and
- 15.3.1.2 the landlord has subsequently withdrawn the notice (see **term 15.6.3**).
- 15.3.2 The landlord may not give another notice under **term 15.1** to you before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with **paragraph 15.3.3** of this term.
- 15.3.3 The landlord may give one more notice under **term 15.1** to you during the period of 28 days starting with the day on which the first notice was given.
- 15.3.4 **Paragraph 15.3.5** applies where:
  - 15.3.4.1 a landlord has given a contract-holder a notice under **term 15.1**; and
  - 15.3.4.2 the period for making a possession claim on the ground in **term 15.4** has ended without the landlord having made a claim.

#### 15.4 **Recovery of possession following a notice given under term 15.1 (F+)**

- 15.4.1 If the landlord gives you a notice under **term 15.1**, the landlord may on that ground make a possession claim.
- 15.4.2 Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies<sup>69</sup> (and subject to any available defence based on your Convention rights).

#### 15.5 **Restriction on making a possession claim under term 15.4 (F+)**

The landlord may not make a possession claim on the ground in **term 15.4**:

- 15.5.1 Before the date specified in the notice given by the landlord to you under **term 15.1**; or
- 15.5.2 After the end of the period of two months starting with that date.

#### 15.6 **Termination of contract following a notice given under term 15.1 (F+)**

- 15.6.1 If you give up possession of the dwelling on or before the date specified in a notice under **term 15.1**, this contract ends on the date specified in the notice.
- 15.6.2 If you give up possession of the dwelling after that date but in connection with the notice, this contract ends:
  - 15.6.2.1 on the day on which you give up possession of the dwelling; or

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<sup>69</sup>

Under section 217 of the Act, a court may refuse to make and order for possession if the court considers that the claim is a retaliatory claim. A claim is a retaliatory claim if (a) the contract-holder has enforced or relied on the landlord's obligations under section 91 or 92, of the Act (set out in terms 17 and 18) and (b) the court is satisfied that the landlord has made the possession claim to avoid complying with those obligations.

- 15.6.2.2 if an order for possession is made, on the date determined in accordance with **term 17.1**.
- 15.6.3 The notice ceases to have effect if:
- 15.6.3.1 before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to you; or
- 15.6.3.2 before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given;
- 15.6.3.3 the landlord withdraws the notice by giving further notice to you; and
- 15.6.3.4 you do not object to the withdrawal in writing before the end of a reasonable period.

## 16. **Termination by the landlord: restrictions on giving a landlord's notice**

### 16.1 **Restrictions on giving notice under term 15.1: notice may not be given until after the first six months of occupation<sup>70</sup> (F+)**

- 16.1.1 The landlord may not give notice under **term 15.1** before the end of the period of six months starting with the occupation date of this contract.
- 16.1.2 If this contract is a substitute occupation contract, the landlord may not give such notice under **term 15.1** before the end of the period of six months starting with the occupation date of the original contract.
- 16.1.3 For the purposes of **paragraph 16.1.2** of this term:
- 16.1.3.1 an occupation contract is a substitute occupation contract if:
- (a) the occupation date of this contract falls immediately after the end of a preceding occupation contract;
- (b) immediately before the occupation date of this contract a contract-holder under this contract was a contract-holder under the preceding contract and a landlord under this contract was a landlord under the preceding contract; and
- (c) this contract relates to the same (or substantially the same) dwelling as the preceding contract; and
- 16.1.3.2 "original contract" means:
- (a) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
- (b) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

### 16.2 **Restriction on giving notice under term 15.1 following retaliatory possession claim (F+)**

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<sup>70</sup> This term does not apply if term 55 is not incorporated or where the contract is within Schedule 9 of the Act.

16.2.1 **Paragraph 16.2.2** of this term applies where:

- 16.2.1.1 the landlord (having given you a notice under **term 15.1**) has made a possession claim on the ground in **term 15.4**; and
- 16.2.1.2 the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217 of the Act<sup>71</sup>).
- 16.2.2 The landlord may not give another notice under **term 15.1** to you before the end of the period of six months starting with the day on which the court refused to make an order for possession.

16.3 **Further restrictions on giving notice under term 15.1 - failure to provide written statement (F)**

The landlord may not give notice under **term 15.1** at a time when:

- 16.3.1 you have not been given a written statement of the contract under **term 19.1.1** (requirement to provide written statement at the start of a contract)<sup>72</sup>; or
- 16.3.2 the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under **term 19.1.2**.

16.4 **Restriction on giving notice under term 15.1 – late provision of written statement (F)**

If the landlord has failed to comply with **term 19.1.1** and **19.1.2** (the duty to provide written statement of contract), the landlord may not give notice under **term 15.1** during the period of six months starting with the day on which the landlord gave a written statement of this contract to you.

16.5 **Restriction on giving notice under term 15.1 – failure to provide information about landlord (F)**

The landlord may not give notice under **term 15.1** at a time when the landlord has not provided a notice in accordance with the landlord's duty to provide information under **term 19.3** (duty to provide information about landlord).

16.6 **Restriction on giving notice under term 15.1 – failure to provide a valid energy performance certificate (F)**

- 16.6.1 The landlord may not give notice under **term 15.1** at a time when the landlord has not complied with regulation 6(5) of the EPB Regulations.
- 16.6.2 For the purposes of this term, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to you when a certificate given to you in compliance with that regulation ceases to be valid under the EPB Regulations).
- 16.6.3 In this term:

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<sup>71</sup> Section 217 of the Act permits the court to refuse to make an order for possession if it considers that the possession claim is a retaliatory claim to avoid obligations in relation to fitness for habitation and keeping the dwelling in repair under terms 17 and 18.

<sup>72</sup> Restrictions on giving notice under term 55 may also apply under sections 75 and 98 of the Housing Act 2004 (in relation to houses of multiple occupation) or section 44 of the Housing (Wales) Act 2014 (in relation to unregistered or unlicensed landlords).

"the EPB Regulations" ("y Rheoliadau PYA") means the Energy Performance of Buildings (England and Wales) Regulations 2012;

"valid energy performance certificate" ("tystysgrif perfformiad ynni ddilys") is to be interpreted in accordance with the EPB Regulations.

16.7 **Restriction on giving notice under term 15.1 – breach of security and deposit requirements (F)**

- 16.7.1 The landlord may not give notice under **term 15.1** at a time when security required by the landlord in connection with the contract in a form not permitted by **term 2.1** has not been returned to the person by whom it was given.
- 16.7.2 The landlord may not give a notice under **term 15.1** at a time when any of **paragraphs 16.7.3 to 16.7.5** of this term apply unless:
  - 16.7.2.1 a deposit paid in connection with this contract has been returned to you (or any person who paid the deposit on your behalf) either in full or with such deduction as may have been agreed; or
  - 16.7.2.2 an application to the county court has been made under paragraph 2 of Schedule 5 to the Act<sup>73</sup> and has been determined by the county court, withdrawn, or settled by agreement between the parties.
- 16.7.3 This paragraph applies if a deposit has been paid in connection with this contract but the initial requirements of an authorised deposit scheme have not been complied with.
- 16.7.4 This paragraph applies if a deposit has been paid in connection with this contract but the landlord has not provided the information required by **term 2.2.2.2**.
- 16.7.5 This paragraph applies if a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme.

16.8 **Restriction on giving notice under term 15.1 – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) (F)**

- 16.8.1 The landlord may not give a notice under **term 15.1** at a time when:
  - 16.8.1.1 a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act; and
  - 16.8.1.2 that prohibited payment has not been repaid.
- 16.8.2 The landlord may not give a notice at a time when:
  - 16.8.2.1 a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to this contract has not been repaid; and
  - 16.8.2.2 the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.
- 16.8.3 In determining for the purposes of this term whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as

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<sup>73</sup> Paragraph 2 of Schedule 5 to the Act allows applications to the court to be made on certain grounds in relation to the repayment of a deposit.

having been repaid to the extent (if any) that it has been applied towards either or both of the following:

- 16.8.3.1 a payment of rent under this contract;
- 16.8.3.2 a payment required as security in respect of this contract.

16.9 **Restriction on giving notice under term 15.1 – failure to ensure that working smoke alarms and carbon monoxide alarms are installed (F)**

The landlord may not give notice under **term 15.1** at a time when:

- 16.9.1 the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling); and
- 16.9.2 as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

16.10 **Restriction on giving notice under term 15.1 – failure to supply electrical condition report etc. (F)**

The landlord may not give notice under **term 15.1** at a time when:

- 16.10.1 the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to obtain an electrical condition report, or to give the contract-holder such a report or written confirmation of certain other electrical work); and
- 16.10.2 as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

16.11 **Restriction on giving notice under term 15.1 – failure to provide gas safety report to contract-holder (F)**

- 16.11.1 The landlord may not give notice under **term 15.1** at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety Regulations (requirement to provide or display report on safety etc. of gas installations).

- 16.11.2 For the purposes of **paragraph 16.11.1** of this term, a landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when:

- 16.11.2.1 the landlord has ensured that you have been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of the applicable gas safety record; and
  - 16.11.2.2 that record is valid.

- 16.11.3 For the purposes of **paragraph 16.11.2** of this term, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.

- 16.11.4 In this term:

“check for safety” (“gwiriad diogelwch”) means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations;

"gas safety record" ("cofnod diogelwch nwy") means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations;

"Gas Safety Regulations" ("y Rheoliadau Diogelwch Nwy") means the Gas Safety (Installation and Use) Regulations 1998.

## 17. Court's Order for possession

### 17.1 Effect of order for possession (F+)

17.1.1 If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends:

17.1.1.1 if you give up possession of the dwelling on or before that date, on that date;

17.1.1.2 if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling; or

17.1.1.3 if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

17.1.2 **Paragraph 15.1.3** of this term applies if:

17.1.2.1 it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them); and

17.1.2.2 that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

17.1.3 This contract ends immediately before the occupation date of the new contract.

## 18. Variation

### 18.1 Variation (F – except 16.1.1.1 which is F+)

18.1.1 This contract may not be varied except:

18.1.1.1 In accordance with **term 1.4** (variation of rent), **1.5** (variation of other consideration), and **18.2** (variation of terms other than rent); or

18.1.1.2 by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

18.1.2 A variation of this contract (other than by or as a result of an enactment) must be in accordance with **term 18.3**.

### 18.2 Variation of terms other than rent (F+)

The fundamental terms, supplementary terms and additional terms of this contract may be varied (subject to **term 18.3**) by agreement between the landlord and you.

### 18.3 Limitation on variation (F)

- 18.3.1 A fundamental term of this contract set out in **paragraph 16.2.2** of this term, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).
- 18.3.2 The fundamental terms to which **paragraph 16.2.1** of this term applies are:
  - 18.3.2.1 **term 2.2** (requirement to use deposit scheme);
  - 18.3.2.2 **term 3.1** (anti-social behaviour and other prohibited conduct);
  - 18.3.2.3 **term 10.2** (joint contract-holder ceasing to be a party to the occupation contract);
  - 18.3.2.4 **term 11.1** (permissible termination);
  - 18.3.2.5 **term 11.4** (death of sole contract-holder);
  - 18.3.2.6 **term 13.1** (possession claims);
  - 18.3.2.7 **terms 16.3 to 16.11** (further restrictions on giving **landlord's** notice under **term 15.1**);
  - 18.3.2.8 **term 16.1.1.2** and **16.1.2** (variation);
  - 18.3.2.9 this term; and
  - 18.3.2.10 **term 18.1** (false statement inducing - landlord to make contract to be treated as breach of conduct).
- 18.3.3 A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect:
  - 18.3.3.1 unless as a result of the variation:
    - (a) the fundamental provision<sup>74</sup> which the term incorporates is incorporated without modification; or
    - (b) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that your position is improved;
  - 18.3.3.2 if the variation (regardless of whether it is within **paragraph 16.2.3.1** of this term) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which **paragraph 16.2.2** of this term applies.
- 18.3.4 A variation of a term of this contract is of no effect if it would render any term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).
- 18.3.5 **Paragraph 16.2.4** of this term does not apply to a variation made by or as a result of an enactment.

<sup>74</sup>

Sections 18 and 19 of the Act explain that "fundamental provisions" are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as "fundamental terms".

## 19. Written statements and the provision of information by landlord

### 19.1 Written statements (F+)

- 19.1.1 The landlord must give you a written statement of the contract before the end of the period of 14 days starting with the occupation date.
- 19.1.2 If there is a change in the identity of the contract-holder, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with:
  - 19.1.2.1 the day on which the identity of the contract-holder changes; or
  - 19.1.2.2 if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.
- 19.1.3 The landlord may not charge a fee for providing a written statement under **paragraph 17.1.1 or 17.1.2** of this term.
- 19.1.4 You may request a further written statement of the contract at any time.
- 19.1.5 The landlord may charge a reasonable fee for providing a further written statement.
- 19.1.6 The landlord must give you the further written statement before the end of the period of 14 days starting with:
  - 19.1.6.1 the day of the request; or
  - 19.1.6.2 if the landlord charges a fee, the day on which you pay the fee.

### 19.2 Written statement of variation (F+)

- 19.2.1 If this contract is varied the landlord must, before the end of the relevant period, give you:
  - 19.2.1.1 a written statement of the term or terms varied; or
  - 19.2.1.2 a written statement of the occupation contract as varied unless the landlord has given notice of the variation in accordance with **term 1.4** (variation of rent), or **term 1.5.2 to 1.5.4** (variation of other consideration).
- 19.2.2 The relevant period is the period of 14 days starting with the day on which this contract is varied.
- 19.2.3 The landlord may not charge a fee for providing a written statement under **paragraph 17.2.1** of this term.

### 19.3 Provision of information by landlord about the landlord (F+)

- 19.3.1 The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.
- 19.3.2 If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

19.3.3 If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

19.4 **Compensation for breach of term 17.3 (F+)**

19.4.1 If the landlord fails to comply with an obligation under **term 17.3**, the landlord is liable to pay you compensation under section 87 of the Act.

19.4.2 The compensation is payable in respect of the relevant date and every day after the relevant date until:

19.4.2.1 the day on which the landlord gives the notice in question; or

19.4.2.2 if earlier, the last day of the period of two months starting with the relevant date.

19.4.3 Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in **paragraph 17.4.2.2** of this term.

19.4.4 The interest starts to run on the day referred to in **paragraph 17.4.2.2** of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

19.4.5 The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

19.5 **Inventory (S)**

19.5.1 ONCE YOU VACATE THE DWELLING AT THE END OF THIS CONTRACT, THE LANDLORD, OR AN INDEPENDENT INVENTORY CLERK INSTRUCTED BY THE LANDLORD, WILL INSPECT THE PROPERTY AND PREPARE A CHECK OUT REPORT WHICH WILL SET OUT THE DWELLING'S CONTENTS, INCLUDING ALL FIXTURES AND FITTINGS AND MUST DESCRIBE THEIR CONDITION WITH REFERENCE TO THEIR CONDITION ON THE ORIGINAL OCCUPATION DATE AS DESCRIBED IN ANY INVENTORY OBTAINED PRIOR TO OR AROUND THE ORIGINAL OCCUPATION DATE IN COMPLIANCE WITH THE PRECEDING FIXED TERM CONTRACT OR ANY PRIOR STANDARD OCCUPATION CONTRACT AS APPLICABLE. YOU ARE ENTITLED TO ATTEND THE CHECK OUT INSPECTION AND THE LANDLORD WILL GIVE YOU AT LEAST 7 DAYS' PRIOR NOTICE OF THE DATE AND TIME OF THE CHECK OUT INPSECTION. YOU WILL BE GIVEN A COPY OF THE CHECK OUT REPORT AND MUST PROVIDE COMMENTS OR A RESPONSE TO THE REPORT WITHIN SEVEN DAYS, OTHERWISE YOU WILL BE DEEMED TO HAVE ACCEPTED THE FINDINGS OF THE REPORT.

20. **Other matters**

20.1 **False statement inducing landlord to make contract to be treated as breach of conduct (F)**

20.1.1 If the landlord is induced to make this contract by means of a relevant false statement:

20.1.1.1 you are to be treated as being in breach of this contract: and

20.1.1.2 the landlord may accordingly make a possession claim on the ground in **term 14.1** (breach of contract).

20.1.2 A relevant false statement is one which if it is made knowingly or recklessly by:

20.1.2.1 you; or

20.1.2.2 another person acting at your instigation.

20.2 **Forms of notices etc. (F+)**

- 20.2.1 Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.
- 20.2.2 Sections 236<sup>75</sup> and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of the Act.

20.3 **Passing notices etc. to the landlord (S)**

You must:

- (c) keep safe any notices, LETTERS, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally OR TO ANOTHER RESIDENT OR A PREVIOUS RESIDENT OF THE DWELLING; and
- (d) as soon as is reasonably practicable, give the original copies of any such notices, LETTERS, orders or other documents to the landlord.

21. **DEFINITIONS, ADDITIONAL TERMS & REFERENCES (A)**

- 21.1 THE DEFINITIONS AND ADDITIONAL TERMS SET OUT IN **ANNEXURE 2** AND **ANNEXURE 3** ARE INCORPORATED INTO AND FORM PART OF THIS CONTRACT.
- 21.2 REFERENCES TO TERMS AND PARAGRAPHS ARE REFERENCES TO TERMS AND PARAGRAPHS IN THIS **PART 3** OF THE CONTRACT UNLESS SPECIFIED OTHERWISE.

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<sup>75</sup> Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.

## **ANNEXURE 1**

See **term 14.3**

### **Estate Management Grounds<sup>76</sup>**

#### **REDEVELOPMENT GROUNDS**

1. **Ground A (building works)**

The landlord intends, within a reasonable time of obtaining possession of the dwelling—

- 1.1 to demolish or reconstruct the building or part of the building comprising the dwelling, or
- 1.2 to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

2. **Ground B (redevelopment schemes)**

- 2.1 This ground arises if the dwelling satisfies the first condition or the second condition.

2.2 The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 8 to the Act, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.

2.3 The second condition is that part of 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 the scheme, and for that purpose reasonably requires possession of the dwelling.

#### **SPECIAL DWELLING GROUNDS**

3. **Ground D (dwelling suitable for disabled people)**

The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires dwelling of a kind provided by the dwelling and:

- 3.1 there is no longer such a person living in the dwelling; and
- 3.2 the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

#### **UNDER-OCCUPATION GROUNDS**

4. **Ground G (reserve successors)**

The contract-holder succeeded to the occupation contract under section 73 of the Act as a reserve successor (see sections 76 and 77 of the Act), and the dwelling comprised in the dwelling is more extensive than is reasonably required by the contract-holder.

5. **Ground H (joint contract-holders)**

- 5.1 This ground arises if the first condition and the second condition are met.

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<sup>76</sup> This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a periodic standard occupation contract.

- 5.2 The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with:
- 5.2.1 section 138 (withdrawal) of the Act; or
  - 5.2.2 section 225, 227 or 230 (exclusion) of the Act.
- 5.3 The second condition is that:
- 5.3.1 the dwelling comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders); or
  - 5.3.2 where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing dwelling.

#### **OTHER ESTATE MANAGEMENT REASONS**

6. **Ground I (other estate management reasons)**
- 6.1 This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
- 6.2 An estate management reason may, in particular, relate to:
- 6.2.1 all or part of the dwelling; or
  - 6.2.2 any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

## ANNEXURE 2

### Additional Terms (A)

#### 1. Definitions and interpretation

1.1 The following words and expressions have the following meanings:

<b>"Building"</b>	the building containing the dwelling
<b>"Common Parts"</b>	the entrance hall, staircases, passageways and lifts of the Building including fire exits and escapes and any communal gardens or landscaping around it plus any car park to which the residents in the Building have access
<b>"Contents"</b>	furniture, furnishings, fixtures, fittings and effects of the dwelling including floor, ceiling and wall coverings, decorative features, white goods and other items and equipment which are provided by the landlord
<b>"Deposit"</b>	the deposit set out in <b>Part 2 Key Matters</b> , being a security deposit
<b>"Deposit Holder"</b>	[the landlord] Grainger Land & Regeneration Ltd, [the Managing Agents] Grainger Residential Management Ltd [[name of scheme], Insured TDS Scheme
<b>"Designated Bank Account"</b>	the landlord's designated bank account for receiving the payment of Rent being such bank account as the landlord may notify you of in writing from time to time
<b>"Emergency"</b>	has the meaning given to it in <b>term 4.6.4 of Part 3</b>
<b>"Energy Performance Certificate"</b>	a certificate as defined in regulation 2(1) of the EPB Regulations
<b>"EPB Regulations"</b>	the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118)
<b>"Fair Wear and Tear"</b>	depreciation that naturally and inevitably occurs from reasonable and ordinary use or from ageing
<b>"Guarantor"</b>	the person(s) (if any) named as guarantor in <b>Part 2 Key Matters</b>
<b>"Initial Rent"</b>	the rent payable on the final day of the term of the Preceding Fixed Term Contract
<b>"Interest Rate"</b>	the rate of 3% above the Bank of England base rate

<b>"Internet Services"</b>	any cable, broadband, data, WiFi or other similar services that are supplied to the dwelling
<b>"Internet Services Provider"</b>	means a provider of Internet Services other than the landlord
<b>"Inventory"</b>	any document prepared by the landlord, the Managing Agents or an inventory clerk and provided to you pursuant to the Preceding Fixed Term Contract or if applicable any other earlier occupation contract which sets out the Contents of the dwelling and describes their state and condition. Such document may be relied upon when you vacate the dwelling at the end of the contract in assessing damage or compensation for damage
<b>"Managing Agents"</b>	any person or firm appointed by the landlord to manage the Building and to perform the landlord's responsibilities under this contract
<b>"Original Occupation Date"</b>	the date on which you first took occupation of the dwelling under the Preceding Fixed Term Occupation Contract or if applicable any other earlier occupation contract
<b>"Permitted Occupiers"</b>	the persons listed in <b>Annexure 4</b>
<b>"Preceding Fixed Term Contract"</b>	The standard fixed term occupation contract that immediately preceded the creation of this standard periodic occupation contract under sections 184 and 185 of the Act
<b>"Regulations"</b>	the rules and regulations governing your use of the dwelling, the Common Parts and the Building set out in <b>Annexure 3</b>
<b>"Rent"</b>	the Initial Rent subject to variation in accordance with <b>term 1.4 of Part 3</b>
<b>"Rent Days"</b>	the day for the payment of Rent each month as set out in <b>Part 2 Key Matters</b>
<b>"Utility or Utilities"</b>	electricity, gas or other fuel or water (including sewerage) services, heating, hot water, telephone, cable television or satellite television
<b>"Utility Company"</b>	means a provider of Utilities other than the landlord

- 1.2 Words importing the "**singular**" number include the "**plural**" number and vice versa;
- 1.3 The landlord can enforce the terms of this contract relating to you or the Guarantor (if relevant) against all of you together or each one of you separately if there is more than one of you. This is known as "**Joint and Several Liability**";
- 1.4 If a term in this contract requires you not to do something you must not allow the Permitted Occupiers, guests or anyone you are responsible for to do it;
- 1.5 References to you includes anyone entitled to possession of the dwelling under this contract;

- 1.6 References to the landlord include its successors in title and the person immediately entitled to the reversion of this contract;
- 1.7 References to the dwelling, the Building and the Common Parts include any part of them unless specific reference is made to the whole of them;

### **Your additional obligations**

2. You must:
  - 2.1.1 comply with the Regulations;
  - 2.1.2 comply with all relevant legislation;
  - 2.1.3 ensure that any electrical appliances or devices (including all extension leads) you bring into the dwelling or the Common Parts are PAT tested;
  - 2.1.4 take all reasonable actions to prevent further damage to the dwelling and/or the Building in an Emergency so long as it is safe to do so;
  - 2.1.5 test weekly any smoke, carbon monoxide and other alarms fitted in the dwelling and replace any battery in an alarm which you find is not working. You must let the landlord know as soon as possible if the alarm does not work after you fit a new battery. You must not tamper with or adjust smoke or carbon monoxide detection or fire-fighting equipment;
  - 2.1.6 take reasonable care to heat and ventilate the dwelling to help prevent condensation, including consistent use of any extractors installed within the dwelling. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the dwelling and the Contents. If the dwelling benefits from a mechanical ventilation with heat recovery system you must not turn it off;
  - 2.1.7 if the dwelling includes a garden, you must keep it clean and tidy, including cutting the grass and lawns regularly, and not dig up or cut down any trees, shrubs, or bushes unless you have the landlord's prior written consent. You must also keep the patio areas of the garden (if any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if any) as tidy and free of weeds as they were on the Original Occupation Date;
  - 2.1.8 allow the landlord to display a "for sale" or "to let" board or notice on the dwelling in the last two months of this contract;
  - 2.1.9 take reasonable steps to keep the dwelling and the Building free of vermin (for example, rats), fleas and parasites. If the dwelling or the Building become infested because of something you have or have not done, the landlord will be entitled to claim damages from you relating to the costs incurred in putting this right and cleaning any parts of the dwelling or the Building which are affected;
  - 2.1.10 from the occupation date and regularly during this contract, if any bathrooms in the dwelling are not in regular use, or upon returning from leaving the dwelling vacant for periods of 14 days or more, you will allow all hot and cold water outlets to run freely for not less than 5 minutes in order to purge the water system of any stale water before using or consuming water therefrom. You agree to regularly flush through and clean any shower heads within the dwelling to avoid any possible water bacteria problems such as Legionella;
  - 2.1.11 if the dwelling has a dehumidifier, you agree to ensure that it is emptied regularly and in accordance with manufacturer instructions. You agree not to leave any clothing or soft furnishing on or near the dehumidifier;

- 2.1.12 comply with any fire safety or evacuation policies which apply to the Building; and
  - 2.1.13 if basic Internet Services are specified as included in the Rent in **Part 2 Key Matters** you must comply with any regulations in respect of your access to such services including any fair usage caps that may apply.
- 2.2 If you are in breach of any of your agreements or responsibilities in this contract which includes those set out in the Annexures to this contract you shall pay to the landlord within 14 days of written demand the landlord's reasonable legal costs and expenses (including VAT), properly incurred by the landlord and its professional advisers in enforcing the remedy of your breaches of this contract and (if applicable) recovering possession of the dwelling from you.
- 2.3 You are responsible for paying the cost of any independent legal advice that you may take in relation to this contract.

### **The landlord's additional obligations**

- 3. The landlord must:
  - 3.1.1 pay its own costs of preparing this contract;
  - 3.1.2 ensure that the Common Parts are kept clean and properly lit except where prevented by circumstances beyond the landlord's control;
  - 3.1.3 provide connections to the Utilities that serve the dwelling at the Original Occupation Date provided that:
    - 3.1.3.1 the landlord shall not be liable for any interruption in the supply of Utilities that are outside of the landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing; and
    - 3.1.3.2 in the event that the supply of Utilities is interrupted the landlord will take reasonable steps to restore the supply as soon as reasonably practicable;
  - 3.1.4 if basic Internet Services are specified as included in the Rent in **Part 2 Key Matters** use reasonable endeavours to supply the basic Internet Services at all appropriate times, subject to the following:
    - 3.1.4.1 the landlord may vary, reduce or extend the Internet Services;
    - 3.1.4.2 the landlord may from time to time employ such agents, contractors or others in order to provide the Internet Services; and
    - 3.1.4.3 the landlord will not be responsible for any interruption in the supply of the Internet Services due to any circumstances outside of the landlord's control or due to any necessary maintenance, repair, replacement, renewal, servicing, inspection or testing. The landlord will take reasonable steps to restore the supply as soon as reasonably practicable;
  - 3.1.5 ensure that the dwelling complies with regulation 5 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022/6 in relation to smoke alarms and carbon monoxide alarms at the dwelling; and
  - 3.1.6 repair all appliances for which the landlord is responsible where repairs are needed as a result of Fair Wear and Tear but the landlord is not obliged to repair defects that are of a purely cosmetic nature.

## **Miscellaneous additional terms**

4. You may use those Common Parts designated by the landlord for your use from time to time. If the landlord does not designate any, you can use those Common Parts which are reasonably required in connection with your use of the dwelling.
5. The landlord will not be liable for loss or damage to any persons or property except where caused by the landlord's negligence or its breaching of its obligations in this contract.
6. The landlord is entitled to remove from the dwelling or the Common Parts any article which constitutes an obstruction or a fire or health or safety risk but (unless perishable or handed over to the police) will return it to you on termination of this contract if the landlord has reason to believe that the article belongs to you.
7. Under section 237(4)(a) of the Act you agree to receive the written statement and any other notice or document under this contract electronically where permitted by the terms of this contract and the Act.
8. Any notice, statement or document to be served by either party in relation to this contract sent by first class post or by special delivery shall be considered to have been served two working days after the date of posting. Reasonable evidence should be kept of the date of posting and (if applicable) delivery.
9. To the extent permitted by the Act the landlord is entitled to instruct Managing Agents to carry out its obligations under this contract. If the landlord instructs Managing Agents you will be provided with notice of their contact details and any obligation on your part under this contract that requires you to contact the landlord will be satisfied by you contacting the Managing Agents using the contact details provided.
10. You agree that a false statement for the purposes of **term 18.1 of Part 3** can be a statement as to any previous or pending criminal convictions, in addition to any other statements.
11. For the purposes of sections 47 and 48 of the Landlord and Tenant Act 1987 the landlord's address is the landlord's postal contact address set out in **Part 2 Key Matters**.
12. You are responsible for assessing your liability, if any and at any time, for Land Transaction Tax relating to this contract, and for submitting the appropriate forms and payment to the Welsh Revenue Authority. This is a legal obligation and the Welsh Revenue Authority may impose fines or penalties for failure to comply. The calculation of the liability for Land Transaction Tax on rent over the relevant threshold is subject to a number of factors and calculations. More information and guidance can be obtained from [www.gov.wales](http://www.gov.wales).

## **13. Insurance**

- 13.1 The landlord must:
  - 13.1.1 insure and maintain a comprehensive policy of insurance on the dwelling, the Building and on the Contents (but not for your personal possessions) for the duration of the contract in the full insurable value the landlord considers appropriate against fire, flood, escape of water and other usual risks subject to any exclusions and excesses that are usually imposed in residential insurance policies. The landlord will not be in breach of the provisions of this clause if the policy is made void by your actions or if the landlord is unable to arrange insurance on terms that the landlord regards as prudent; and
  - 13.1.2 provide a copy of the buildings insurance policy as soon as reasonably practicable if requested to do so by you.
- 13.2 The landlord does not provide any cover under any insurance policy arranged by the landlord for damage to your personal belongings or valuables. You must obtain your own contents insurance if you require cover for items belonging to you. Nor does the landlord

provide cover for claims against you from other parties for damage to property or personal injury that results from something you have or have not done. You should consider arranging insurance for these risks yourself.

#### **14. Not to Assign or Sublet**

- 14.1 You must not allow anyone to occupy the dwelling other than the Permitted Occupiers.
- 14.2 You must not in relation to the whole or any part of the dwelling:
  - 14.2.1 transfer or assign this contract to anyone, save as permitted by fundamental terms of this contract;
  - 14.2.2 take in or receive paying guests or lodgers;
  - 14.2.3 sublet the dwelling; or
  - 14.2.4 otherwise share occupation or possession except with any Permitted Occupiers.

#### **15. Deposit**

- 15.1 On or before the occupation date you will pay the Deposit as security for your responsibilities contained in this contract.
- 15.2 The landlord will arrange for the Deposit to be held by the Deposit Holder in accordance with the provisions of **term 2.2 of Part 3**.
- 15.3 The landlord will refund the Deposit to you once you have vacated the dwelling at the end of this contract except that before refunding the Deposit the landlord is entitled to make reasonable deductions from the Deposit to cover:
  - 15.3.1 any unpaid Rent;
  - 15.3.2 any unpaid accounts for Utilities, council tax or Internet Services for which you are liable;
  - 15.3.3 the making good of any damage or lack of cleanliness to the dwelling or to the Contents (except for Fair Wear and Tear) caused by your failure to comply with your obligations under this contract;
  - 15.3.4 replacement of any items which are missing from the dwelling and specified in the Inventory;
  - 15.3.5 the reasonable cost of remedying any breaches of your obligations under this contract.
- 15.4 If the amount of money that the landlord is entitled to deduct from the Deposit under **term 15.3** of this Annexure exceeds the amount held as the Deposit, you must pay the landlord the excess amount within 14 days of written demand from the landlord.
- 15.5 You are not entitled to use the Deposit or any part of it as payment of any instalment of Rent.

#### **16. Contract Terms**

If any provision or term contained in this contract shall be held by a Court of law or other body to be unreasonable or unenforceable then such term or provision or terms or provisions shall be deemed to be a severable part of this contract and all remaining parts or terms or provisions of this contract shall remain in full force and effect.

#### **17. Third Party Rights**

The parties do not intend any of the terms of this contract to be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999.

## 18. **Pets**

- 18.1 You must not keep any pet animal in the dwelling or the Building unless the landlord has given you prior written consent to do so ("**Pet Licence**").
- 18.2 The landlord will not unreasonably withhold the grant of a Pet Licence.
- 18.3 The landlord will not impose unreasonable conditions within the Pet Licence.
- 18.4 You must provide the landlord with any information that the landlord reasonably requests in order to consider your request for a Pet Licence.
- 18.5 If you are granted a Pet Licence you must abide strictly by its conditions and requirements. The landlord reserves the right to revoke the Pet Licence if you do not comply with its conditions and requirements.
- 18.6 In the event you are granted a Pet Licence, you agree that that Pet Licence will form a part of this contract and that any breach of the provisions therein shall be treated as a breach of this contract.

## 19. **Parking**

- 19.1 You must not park a car in the parking spaces at the Building unless the landlord has given you prior written consent to do so ("**Parking Licence**").
- 19.2 Parking Licences may be available but due to limited numbers of parking spaces this cannot be guaranteed.
- 19.3 The landlord will not unreasonably withhold the grant of a Parking Licence, however any such grant will be subject to suitable parking facilities being available.
- 19.4 The landlord will not impose unreasonable conditions within the Parking Licence.
- 19.5 You must provide the landlord with any information that the landlord reasonably requests in order to consider your request for a Parking Licence.
- 19.6 If you are granted a Parking Licence you must abide strictly by its conditions and requirements. The landlord reserves the right to revoke the Parking Licence if you do not comply with its conditions and requirements.
- 19.7 In the event you are granted a Parking Licence, you agree that that the Parking Licence will form a part of this contract and that any breach of the provisions therein shall be treated as a breach of this contract.

## 20. **Bicycle Storage**

- 20.1 If bicycle storage facilities are provided at the Building for the use of the residents:
  - 20.1.1 you must notify the landlord if you want to use the bicycle storage facilities. Provided one or more of the bicycle racks has not been allocated to another resident at the Building, the landlord will allocate a numbered bicycle rack for you to use. There are a limited number of racks and these will be allocated on a 'first-come-first-served' basis;
  - 20.1.2 you must not bring bicycles through any residential entrances to the Building;
  - 20.1.3 you agree that you will only use the bicycle rack that has been allocated to you;

- 20.1.4 you agree to comply with any reasonable conditions and requirements that the landlord may impose in respect of your use of the bicycle storage facilities;
- 20.1.5 the landlord reserves the right to remove and dispose of any bicycles or other items in the bicycle storage facility that have been left there in breach of the terms of this contract;
- 20.1.6 the bicycle storage facility door (if there is a door) must remain closed at all times except when in use;
- 20.1.7 the landlord accepts no liability for any loss, theft or damage caused to any bicycles or other items stored in the bicycle storage facility, save where such loss results in:
  - 20.1.7.1 death or personal injury or damage to property caused by negligence on the part of the landlord or our employees or contractors; or
  - 20.1.7.2 any matter in respect of which it would be unlawful for the landlord to exclude or restrict liability.

**21. Data Protection – Privacy Notice – Why the landlord holds and processes information**

- 21.1 This notice sets out how the landlord holds and processes information it holds about you. The landlord processes personal information about its contract-holders and possible new contract-holders so it can provide residential accommodation. This includes:
  - 21.1.1 dealing with occupation contracts;
  - 21.1.2 dealing with applications for occupation contracts;
  - 21.1.3 checking suitability for occupation contracts (including credit, identity and similar checks);
  - 21.1.4 managing property;
  - 21.1.5 collecting rent;
  - 21.1.6 reporting on energy consumption at the landlord's buildings and across its portfolio
  - 21.1.7 maintaining the landlord's accounts and records; and
  - 21.1.8 dealing with security and holding deposits.

- 21.2 Relevant information may include personal details, employment and education details, energy consumption data and financial details.

*Sharing information with others*

- 21.3 The landlord may need to share personal information it processes with others. If the landlord has to do this, it will comply with data protection legislation.
- 21.4 Depending on the circumstances, the landlord may share information with:
  - 21.4.1 other landlords;
  - 21.4.2 employers;
  - 21.4.3 educational institutions, universities and colleges;

- 21.4.4 suppliers (including gas, electricity and water companies) and service providers;
  - 21.4.5 financial organisations (including banks);
  - 21.4.6 credit and tenant reference agencies;
  - 21.4.7 authorised deposit schemes;
  - 21.4.8 debt-collection and tracing agencies;
  - 21.4.9 public and government bodies (including those who deal with benefits and council tax);
  - 21.4.10 contractors and repairers;
  - 21.4.11 solicitors and barristers;
  - 21.4.12 inventory clerks;
  - 21.4.13 lettings, sales and managing agents; and
  - 21.4.14 any future owner of the dwelling or the Building.
- 21.5 This does not mean that the landlord will necessarily share information with all of the above but it may do so if it needs to.

*Council tax and utilities and services*

- 21.6 To make sure that council tax and utility and service bills (including water charges) are correctly collected, the landlord shares information with the relevant local authority and utility or service providers. The landlord also shares this information to make sure that bills are sent to the correct person and charges and debts can be collected. By law, in certain areas the landlord has to pass information about who lives in a property to water companies. In all other areas, although this is voluntary, the landlord may pass this information to water companies.

*Why the landlord uses your personal information*

- 21.7 The landlord may use the personal information you give us in a number of ways, for example:
- 21.7.1 to decide whether to grant an occupation contract of the dwelling to you;
  - 21.7.2 to prevent fraud;
  - 21.7.3 for accounting and auditing purposes;
  - 21.7.4 for managing property; or
  - 21.7.5 for debt collection.

*Right to gather information*

- 21.8 You have the right to ask for a copy of the information that the landlord holds about you. The landlord wants to make sure that your personal information is accurate and up to date. You may ask the landlord to correct or remove information if this information is not accurate. To ask for this information, please write to the landlord via post or email.

*Full privacy notice*

- 21.9 The landlord's full Privacy Notice can be accessed at: -

22. **Energy Performance Certificate**

- 22.1 You confirm that a valid Energy Performance Certificate relating to the dwelling has been made available to you prior to the occupation date in accordance with the requirements of the EPB Regulations.
- 22.2 You must not commission your own Energy Performance Certificate in relation to the dwelling or the Building.

23. **Electrical Condition Report**

You confirm that an electrical condition report dated within the last 5 years at the occupation date of the contract has been made available to you on or before the occupation date as required by regulation 6 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022.

24. **Gas Safety Report**

You confirm that a gas safety report in respect of any gas appliances either within the dwelling or which serve it (if any), dated within the last 12 months at the occupation date, has been made available to you on or before the occupation date as required by regulation 36 of the Gas Safety (Installation and Use) Regulations 1998.

25. **Guarantor's Covenants**

- 25.1 If a Guarantor is named in the **Part 2 Key Matters** section of this contract, the Guarantor guarantees to the landlord that you will pay the rent and shall perform and observe all of your agreements and responsibilities contained in this contract and that if you fail to pay the rent or to observe or perform any of your agreements or responsibilities contained in this contract the Guarantor shall pay or observe and perform them.
- 25.2 The Guarantor covenants with the landlord as principal obligor and as a separate independent obligation and liability from its obligations and liabilities under **paragraph 25.1** of this Annexure to indemnify and keep indemnified the landlord against any failure by you to pay the rent or any failure to observe or perform any of your covenants in this contract.
- 25.3 Where you breach the terms of this contract, the Guarantor agrees that the landlord may make a claim against the Guarantor under this guarantee and indemnity without first making a claim against you.
- 25.4 The obligations of the Guarantor are not to be released by:
- 25.4.1 any time or indulgence granted by the landlord to you;
  - 25.4.2 any delay or forbearance by the landlord in enforcing the payment of the rent or the observance or performance of any of your covenants in this contract or in making any demand in respect of them;
  - 25.4.3 the landlord exercising any right or remedy against you for any failure to pay the rent or observe or perform your covenants in this contract;
  - 25.4.4 the landlord taking any action or refraining from taking any action in connection with the deposit;
  - 25.4.5 you being declared bankrupt, making an application for an interim order, entering into any voluntary arrangements with your creditors or suffering the process of execution or distress upon your belongings;

- 25.4.6 the contract-holder dying; or
- 25.4.7 The Rent increasing pursuant to any rent variation term in this contract.

## 26. **Limitation of Landlord's Liability**

- 26.1 To the extent permitted by the Act and the fundamental terms of this contract, the landlord excludes liability for loss, damages or compensation for the following matters:
  - 26.1.1 damage to your belongings as a result of white goods (including washing machines and tumble driers) breaking down;
  - 26.1.2 food thawing or becoming unfit to eat due to breakdowns of any fridge or fridge-freezer;
  - 26.1.3 the lift in the Building breaking down or being out of use;
  - 26.1.4 accidents caused by lifts;
  - 26.1.5 damage that the landlord's agents, contractors or staff cause;
  - 26.1.6 faults in any pipes, staircases or anything else in the dwelling or the Building;
  - 26.1.7 anything which any resident services team in the Building does or does not do;
  - 26.1.8 any inconvenience (including elevated noise levels) you suffer when the landlord carries out work to the dwelling or the Building (including work to premises next door or buildings the landlord owns nearby), such as decorating, carrying out repairs or alterations;
  - 26.1.9 any effect that the lift has on your television or other electrical equipment;
  - 26.1.10 any loss caused to post, parcels or other items where on-site postal collection and/or storage facilities are provided, unless this has been caused by a failure to follow your reasonable instructions by our negligence or the negligence of our employees, agents or sub-contractors and you inform us of any loss or damage caused within 28 days of it occurring;
  - 26.1.11 damage to items that require cold storage where there are no such facilities at the Building;
  - 26.1.12 special, indirect or consequential loss or damage; and
  - 26.1.13 loss of profits, business contracts, anticipated savings, goodwill or revenue (whether indirect or direct).
- 26.2 Nothing in **term 26** of this Annexure shall in any way exclude liability for death or personal injury resulting from our own negligence or the negligence of our employees or agents acting in the course of their employment or agency, nor exclude any liability for fraud or fraudulent misrepresentation.

## **ANNEXURE 3**

### **Regulations**

1. You must not block any cisterns, waste or soil pipes or rubbish chutes in the Building (if there are any).
2. You must not allow any rubbish to build up in the dwelling or the Building and you must put all rubbish in the bins or other proper rubbish containers (you must provide these). You must not pour any oil, grease or other substance down any drain or pipe in or around the dwelling which might be dangerous or damage the drainage system.
3. Between the hours of 11.00pm and 8.30am you must not:
  - 3.1 play or use any piano, record player, radio, loudspeaker or mechanical or other musical instrument;
  - 3.2 use any equipment or machinery of any kind (such as a vacuum cleaner);
  - 3.3 sing loudly; or
  - 3.4 make any other noise which could annoy any of your neighbours or be heard outside the dwelling.
4. You must not:
  - 4.1 hang clothes or other items outside the dwelling or on any balcony of the dwelling unless in an area designated for this by the landlord;
  - 4.2 dry laundry on the radiators of the dwelling;
  - 4.3 place any pot, flowerpot, window box or any container of any kind on any windowsill or concrete or stone ledge of the dwelling or the building; or
  - 4.4 place any signs, posters or advertisements that can be seen from outside the dwelling.
5. You must not throw rubbish out of any window of the dwelling or shake any mat out of the windows.
6. You must not use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
7. You must not bring onto or keep at the dwelling or the Building anything which is or may become, in the landlord's opinion, unclean or unsightly.
8. You must not park cars in any yard, garden or driveway of the Building.
9. You must not remove any of the Contents from the dwelling without the landlord's prior written consent.
10. You must not block any shared passageways, hallways and staircases, or keep any bicycle, pushchair, doormat, shoes or other item in any of the Common Parts without the prior written consent of the landlord.
11. You, the Permitted Occupiers, your family, guests and visitors must not smoke any substance (this includes e-cigarettes and any other vaping products) inside or in the vicinity of the dwelling or the Building, including on any balcony or in any Common Parts and in the event that damage is caused to the dwelling or the Building as a result of a breach of this term of the contract, the landlord will be entitled to claim damages from you relating to the costs incurred in repairing that damage or redecorating the dwelling or the Building.

12. You must not bring to, and keep in, the dwelling upholstered furniture (such as sofas and armchairs), heating equipment or any electrical equipment which does not comply with all relevant British Standards.
13. You must not leave any waste or rubbish in the Building or the vicinity of the Building. If you require the collection of bulky waste that cannot be removed through the standard collection of rubbish, you are responsible for arranging its collection by the local authority and it must not be left outside of the dwelling or in any other part of the Building pending its collection.
14. Unless with equipment provided by the landlord and with the landlord's prior written consent, you must not light or use any barbecues of any type or otherwise cook on any balcony of the dwelling or in the Common Parts.
15. You must not do anything which may pose a fire risk or put the health and safety of any other person or any property at risk.
16. You must not do or allow to be done anything which may result in the landlord's buildings insurance policy being cancelled or invalidated or which may cause an increased premium to become payable. In such event you will be liable to repay to the landlord all sums paid by way of increased premiums and all expenses incurred by the landlord as a result of your breach of this term.

## **ANNEXURE 4**

### **Permitted Occupiers**

<b>Name</b>	<b>Date of birth</b> (note if under 18 years old, or will turn 18 during the term of the contract)