

# HMO OCCUPATION CONTRACT

Wales — Renting Homes (Wales) Act 2016

PREMIUM EDITION

This contract is governed by the Renting Homes (Wales) Act 2016 and Housing Act 2004 (HMO)

*This Contract is dated: 2 February 2026*

## About This Contract

This is a legally binding HMO Occupation Contract between the Landlord and Contract Holder(s) for the rental of a room in a House in Multiple Occupation (HMO) in Wales. It is governed by the **Renting Homes (Wales) Act 2016** and includes HMO-specific clauses required under the **Housing Act 2004**. This contract includes provisions for shared facilities, joint liability, and multi-occupancy arrangements.

## Written Statement Requirement

Under the Renting Homes (Wales) Act 2016, the landlord must provide a written statement of the occupation contract within 14 days of the occupation date. This document serves as that written statement. Failure to provide a written statement within 14 days may result in a rent repayment order.

# 1

## THE PARTIES

### LANDLORD

**Name:** Tariq Mohammed

**Address:** 35 Woodhall Park Avenue

**Email:** t\_mohammed@msn.com

**Phone:** 07961 834494

### RENT SMART WALES REGISTRATION

Under the Housing (Wales) Act 2014, all landlords letting property in Wales must be registered with **Rent Smart Wales**. Landlords who manage their own properties must also be licensed.

**Rent Smart Wales Registration Number:**

**Registration Status:** Active and Valid

### CONTRACT HOLDER(S)

**Contract Holder 1:** Sonia Shezadi

**Date of Birth:** 12 February 1985

**Email:** sonia\_shezadi@msn.com

**Phone:** 01274 123123

### Terminology Under Renting Homes (Wales) Act 2016

In Wales, tenants are now referred to as "**Contract Holders**" and tenancy agreements are "**Occupation Contracts**". This occupation contract replaces the Assured Shorthold Tenancy (AST) used in England.

## Joint Contract

Where there are multiple Contract Holders, this is a **Joint Contract**. Each Contract Holder is jointly and severally liable for all obligations under this Contract. This means each Contract Holder is individually responsible for the full rent and all other obligations, not just their share.

## GUARANTOR

**Name:** Arwa Butt

**Address:** 10 Wellands Terrace Bradford BD3 8AQ

**Email:** arwa@me.com

**Phone:** 01274 123456

**Date of Birth:** 10 October 1980

**Relationship to Contract Holder:** sister

## GUARANTOR AGREEMENT

The Guarantor hereby agrees to act as guarantor for the Contract Holder(s) named above and undertakes the following:

### 1. Joint and Several Liability

The Guarantor agrees to be jointly and severally liable with the Contract Holder for all obligations under this Contract.

### 2. Rent Payment Guarantee

If the Contract Holder fails to pay rent when due, the Guarantor must pay the outstanding rent within 14 days of receiving written demand from the Landlord.

### 3. Damage and Dilapidation

The Guarantor is liable for any damage to the Property beyond fair wear and tear.

### 4. Continuing Guarantee

This guarantee continues throughout the occupation contract including any periodic standard contract that arises after the fixed term expires.

### 5. Maximum Liability

The Guarantor's liability is capped at: **£12000** (12 months' rent) plus reasonable costs of enforcement.

## Important Notice to Guarantor

By signing this Contract as Guarantor, you are making a serious financial commitment. You will be responsible for paying the Contract Holder's rent and other obligations if they fail to do so. **You should seek independent legal advice before signing.**

## 2

## THE DWELLING

## 16 Waterloo Road

Property Type

**house**

Bedrooms

**3**

Furnished Status

**furnished**

Council Tax Band

EPC Rating

**D**

Parking

**Yes****Terminology**

Under the Renting Homes (Wales) Act 2016, the property is referred to as the "**Dwelling**". This includes the property and any associated land, outbuildings, or parking included in this contract.

**Parking**

**2.1** Parking is included: parking on the drive

## Occupation Period

**3.1 Occupation Date:** 2 February 2026

**3.2 Contract End Date:** 2 August 2026 at 12:00 noon

**3.3 Fixed Term Length:** 6 months

**3.4** Upon expiry of the fixed term, unless either party serves notice to end the contract, this agreement will automatically continue as a **Periodic Standard Contract** on the same terms.

### How Notice Periods Work Under RH(W)A 2016

- **During Fixed Term:** Neither party can end the contract early unless there's a break clause or the Contract Holder breaches the agreement.
- **After Fixed Term (Periodic):** Landlord must give at least **6 months' notice** using Section 173 notice (no-fault). Contract Holder must give at least 4 weeks' notice (or one rental period, whichever is longer).
- **For Breach:** Landlord may serve possession notice under Section 157 (serious breach) or other grounds with varying notice periods.

### Key Difference from England

In Wales, the minimum no-fault notice period is **6 months** (Section 173), compared to 2 months in England. This provides greater security of tenure for Contract Holders in Wales.

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## RENT &amp; PAYMENTS

PAYMENT ITEM	AMOUNT	FREQUENCY
Monthly Rent	£1000	Monthly
Payment Due Date	1st of each month	-
Payment Method	Bank Transfer	-

### Bank Account Details

**Account Name:** Tariq Mohammed

**Sort Code:** 11-00-01

**Account Number:** 12345678

- 4.1** The Contract Holder must pay rent by Bank Transfer to the bank account above.
- 4.2** Rent is due on the 1st of each month in advance.
- 4.3** The first payment of £1000 is due on or before 2 February 2026.

### Late Payment

If rent is unpaid for 14 days or more after the due date, interest may accrue at 3% above the Bank of England base rate per annum. Serious rent arrears (2 months or more) may result in possession proceedings under the Renting Homes (Wales) Act 2016.

## DEPOSIT DETAILS

## INFORMATION

Deposit Amount

£1000

Protection Scheme

MyDeposits

Maximum Permitted

£

## DEPOSIT PROTECTION REQUIREMENTS (WALES)

Deposit will be protected within 30 days in an authorized scheme

Prescribed information will be provided within 30 days

The deposit will be returned within 10 days of agreement on deductions (or scheme determination)

## Deposit Protection

**5.1** The Landlord will protect the deposit in MyDeposits within 30 calendar days of receipt.

**5.2** The Landlord will provide the Contract Holder with the Prescribed Information within 30 calendar days, including:

- Amount of deposit paid
- Address of the dwelling
- Name and contact details of the deposit scheme
- How the deposit will be protected
- How to apply for release of the deposit
- What to do if there is a dispute



### **Failure to Protect Deposit**

**Landlord:** If you fail to protect the deposit or provide the Prescribed Information within 30 days, you may be ordered to pay the Contract Holder compensation of 1-3 times the deposit amount. You will also be unable to serve a valid Section 173 notice until the deposit is protected and information provided.

## 6

## BILLS &amp; UTILITIES

UTILITY/BILL	RESPONSIBILITY
Council Tax	Tenant
Gas, Electric, Water	Tenant
Internet/Broadband	Tenant

### Utility Obligations

- 6.1** Responsibility for bills and utilities is allocated as shown in the table above. The Contract Holder must pay all charges for utilities and services where they are listed as responsible.
- 6.2** The Contract Holder must take meter readings at the start and end of the occupation.
- 6.3** The Contract Holder must notify utility companies of their occupancy and ensure all bills are paid promptly.

## Care of Dwelling

**7.1 Cleanliness & Maintenance:** The Contract Holder must:

- Keep the Dwelling clean, tidy, and in good decorative order
- Keep the Dwelling adequately heated and ventilated to prevent condensation, dampness, and mould growth
- Report any defects, damage, or disrepair to the Landlord promptly (within 48 hours of discovery)
- Not cause or permit any damage to the Dwelling, fixtures, fittings, or furnishings
- Make good any damage caused by the Contract Holder, their family, or visitors (fair wear and tear excepted)

**7.2 Condensation Prevention:** The Contract Holder must take reasonable steps to prevent condensation by:

- Opening windows regularly to allow ventilation
- Using extractor fans in bathrooms and kitchens during and after use
- Keeping trickle vents open where fitted
- Not blocking air vents or ventilation grilles
- Reporting any signs of dampness or mould immediately

## Alterations & Decorations

**7.3 Prohibition on Alterations:** The Contract Holder must NOT:

- Make any structural alterations, additions, or improvements to the Dwelling
- Remove, alter, or damage any of the Landlord's fixtures, fittings, or furnishings
- Change locks or add additional security devices without written consent
- Install satellite dishes, aerials, or external signage

## Subletting & Assignment

### SUBLETTING RESTRICTIONS

Under the Renting Homes (Wales) Act 2016, the Contract Holder's right to sublet depends on the type of contract. For this occupation contract, subletting is **prohibited without the Landlord's written consent**.

#### 7.4 Prohibition: The Contract Holder must NOT:

- Sublet the whole or any part of the Dwelling without written consent
- Assign or transfer the occupation contract to another person
- Take in lodgers or paying guests without written consent
- List the Dwelling on Airbnb, Booking.com, or any short-term letting platform

## Access for Inspections & Repairs

#### 7.5 Landlord's Right of Access: The Contract Holder must allow the Landlord or their agents reasonable access to the Dwelling upon at least **24 hours' written notice** for:

- Routine property inspections (maximum once per quarter)
- Carrying out repairs, maintenance, or improvements
- Safety checks (gas, electrical, smoke alarms)
- Viewings in the final 2 months of the contract (with consent)

#### 7.6 Emergency Access: In case of emergency (fire, flood, gas leak), the Landlord may enter immediately without prior notice.

## Neighbourhood & Nuisance Prevention

#### 7.7 Nuisance Prohibition: The Contract Holder must NOT:

- Cause nuisance, annoyance, or disturbance to neighbours
- Play loud music or cause excessive noise between 11:00 PM and 7:00 AM
- Use the Dwelling for illegal activities
- Engage in antisocial behaviour

## End of Contract Obligations

**7.8 Notice to End Contract:** The Contract Holder must give the Landlord proper written notice:

- **During Fixed Term:** Cannot end early unless break clause exists
- **After Fixed Term (Periodic):** At least 4 weeks' notice (or one rental period, whichever is longer)

**7.9 Condition at End:** At the end of the contract, the Contract Holder must:

- Return the Dwelling clean, tidy, and in the same condition as at the start (fair wear and tear excepted)
- Remove all personal belongings and rubbish
- Return all keys and access devices
- Provide final meter readings and forwarding address

## 8

## PROPERTY RULES & RESTRICTIONS

### Pets

#### PETS ARE PERMITTED

The Landlord permits the Contract Holder to keep pet(s) at the Dwelling subject to conditions.

##### 8.1 Approved Pets:

8.2 The Contract Holder accepts full liability for any damage caused by pets and must ensure pets do not cause nuisance to neighbours.

### Smoking

8.2 Smoking is **PERMITTED** inside the Dwelling.

## 9

## LANDLORD OBLIGATIONS

#### FITNESS FOR HUMAN HABITATION (WALES)

Under the Renting Homes (Wales) Act 2016, the Landlord must ensure the Dwelling is fit for human habitation at the start of and throughout the occupation. This is a fundamental term that cannot be excluded.

## Repair & Maintenance

### 9.1 Landlord's Repairing Obligations: The Landlord must:

- Keep the structure and exterior of the Dwelling in repair
- Keep installations for water, gas, electricity, sanitation, and heating in repair and working order
- Ensure the Dwelling is fit for human habitation
- Carry out repairs within a reasonable time after being notified

### 9.2 Safety Compliance: The Landlord will ensure:

- Valid Gas Safety Certificate (renewed annually)
- Valid Electrical Installation Condition Report (renewed every 5 years)
- Working smoke alarms on each floor
- Carbon monoxide alarms where required
- Energy Performance Certificate rating of E or above

## 10 LEGAL COMPLIANCE & DOCUMENTS

## Required Documents

### 10.1 Documents Provided: The Landlord has provided or will provide:

This Written Statement (Occupation Contract) within 14 days

Energy Performance Certificate (EPC) - Current rating: D

Gas Safety Certificate (valid for 12 months)

Electrical Installation Condition Report (EICR)

Deposit Protection Prescribed Information (within 30 days)

### Wales-Specific Requirements

Unlike England, Wales does not require landlords to provide a "How to Rent" guide. However, the Landlord must provide this Written Statement within 14 days of occupation. The Renting Homes (Wales) Act 2016 provides comprehensive protections directly in law.

## Landlord Compliance Notice

**Landlord:** Failure to provide these documents may result in:

- Rent repayment orders for failing to provide written statement
- Inability to serve valid possession notices
- Civil penalties for missing safety certificates
- Criminal prosecution for gas safety failures



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## HMO & SHARED FACILITIES CLAUSES

### HOUSE IN MULTIPLE OCCUPATION (HMO) PROVISIONS

This Dwelling is a House in Multiple Occupation (HMO) under the Housing Act 2004. Additional terms apply to ensure all Contract Holders can enjoy the property peacefully and safely.

### Joint and Several Liability

**11.1 Joint Liability:** Where there are multiple Contract Holders, each Contract Holder is jointly and severally liable for all obligations under this contract. This means each Contract Holder is responsible for:

- The full rent amount (not just their share)
- Any damage to shared areas
- Compliance with all terms of this contract

## Shared Facilities

**11.2 Shared Access:** The Contract Holder has shared access to the following communal areas:

- Kitchen (cooking facilities, appliances, food storage)
- Bathrooms/WC (shared with other Contract Holders)
- Common hallways, stairs, and entrance
- Living room / common room (if applicable)
- Garden / outdoor space (if applicable)
- Laundry facilities (washing machine, dryer)

**11.3 Exclusive Use of Bedroom:** The Contract Holder has exclusive use of their designated bedroom(s). No other Contract Holder may enter without permission.

**11.4 Communal Area Responsibilities:** The Contract Holder must:

- Keep shared areas clean and tidy after use
- Wash dishes immediately, clean surfaces, store food properly
- Clean bathroom after use, remove hair from drains
- Use shared facilities considerately, allowing fair access to all
- Keep noise to minimum in communal areas, especially after 10:00 PM

## Fire Safety (HMO)

**11.5 Fire Safety Obligations:** The Contract Holder must:

- Keep fire doors closed at all times (never prop open or obstruct)
- Keep escape routes, hallways, and stairs clear of obstructions
- Not store items in communal hallways or landings
- Test smoke alarms monthly and report any faults immediately
- Familiarize themselves with fire escape routes and assembly points
- Not tamper with fire extinguishers, smoke alarms, or fire safety equipment

## HMO Licensing

**11.6 HMO License:** This property is licensed as a House in Multiple Occupation under the Housing Act 2004. The property complies with HMO standards including:

- Minimum room sizes (6.51m<sup>2</sup> for single, 10.22m<sup>2</sup> for double occupancy)
- Adequate kitchen and bathroom facilities
- Fire safety measures (fire doors, smoke alarms, fire extinguishers)
- Gas and electrical safety certificates

## House Rules

**11.7 Occupancy Limit:** Maximum occupants as stated on the HMO license may reside at the property. Exceeding this limit is a criminal offense under the Housing Act 2004.

**11.8 Guest Policy:** The Contract Holder may have visitors subject to:

- No overnight guests for more than 2 consecutive nights without prior agreement
- Guests must not cause nuisance to other Contract Holders
- The Contract Holder remains responsible for guest behavior
- No guests permitted to use the property as their primary residence

### HMO Rules - Serious Breaches

**Serious breaches that may result in termination of this contract:**

- Persistent failure to keep communal areas clean
- Blocking fire exits or tampering with fire safety equipment
- Causing serious nuisance to other Contract Holders
- Unauthorized occupants or subletting your room
- Damage to communal facilities

# SIGNATURES

## Signing This Contract

By signing below, all parties confirm they have read, understood, and agree to be bound by all terms of this HMO Occupation Contract. Each party should retain a signed copy for their records.

### LANDLORD

**Name:** Tariq Mohammed

\_\_\_\_\_  
Signature

Date:  
\_\_\_\_\_

**CONTRACT HOLDER 1**

**Name:** Sonia Shezadi

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Signature

Date:

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**GUARANTOR**

**Name:** Arwa Butt

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Signature

Date:

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### **Witness (Optional but Recommended)**

While not legally required for occupation contracts, having signatures witnessed adds an extra layer of authenticity and can be useful if the contract is ever disputed.

**Witness Name:** \_\_\_\_\_

**Witness Address:** \_\_\_\_\_

**Witness Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

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This contract complies with the Renting Homes (Wales) Act 2016 and all applicable Welsh residential letting legislation current as of 31 January 2026.