



Standard Occupation Contract

Issued 1 June 2026

Trivallis.

This contract explains the agreement between you and Trivallis. It is about your home and the services we deliver. It tells you what to expect and what is expected from you while you live there. Please take your time to read it. If you do not understand anything, you can ask a member of staff. They will be happy to explain it to you.

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Written Statement for a New Periodic Standard Occupation Contract

Assumptions:

- (a) not supported standard
- (b) not introductory standard
- (c) not prohibitory standard
- (d) not periodic arising at end of fixed term standard
- (e) not contract falling within schedule 8a or 9
- (f) no consideration other than rent payable

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A. About your contract

Explanatory information about the written statement

1. This section contains prescribed information about the written statement in accordance with section 32(4) of the Renting Homes (Wales) Act 2016 and the Renting Homes (Explanatory Information for Written Statements of Occupation Contracts) (Wales) Regulations 2022.

The written statement of your occupation contract

2. This is a written statement of your occupation contract. It sets out the rights and responsibilities of you and your landlord. Your occupation contract is made under the Renting Homes (Wales) Act 2016 ("the Act"). The occupation contract is between the contract-holder ("you") and the landlord ("your landlord").
3. You should read the terms of this written statement carefully to ensure you fully understand and are content with them, and that you are content that the terms reflect the modifications or additional terms agreed between you and your landlord. You should keep this written statement safe, as you may need to refer to it in the future.
4. Your written statement can be provided electronically if you agree to receive it in an electronic form. Your landlord must give you a written statement free of charge. It may be given to you before the occupation date (the day on which you are entitled to begin occupying the dwelling), if it is not, it must be given to you within 14 days of the occupation date.
5. If you are not given the written statement within the required time period, for each day it is late, your landlord may be liable to pay you compensation equivalent to a day's rent for each day the written statement is not provided, up to a maximum of two months' rent (unless the landlord's failure to provide a written statement was intentional in which case the court may determine that an increased amount per day is payable).
6. The written statement must contain the terms of your contract and the explanatory information 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).
7. An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.
8. 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 changes being agreed.

Meaning of words used

9. The 'occupation date' of an occupation contract is the day on which you are entitled to begin occupying the dwelling.
10. The 'key matters' in an occupation contract means the following information:
 - a) the address of the dwelling;
 - b) the occupation date;
 - c) the amount of rent (or other consideration);
 - d) the rental period (i.e. the length of time in respect of which rent must be paid, such as weekly or monthly);
 - e) whether the contract is periodic, or made for a fixed term;
 - f) If the contract is made for a fixed term, the term for which it is made; and
 - g) If there are periods during which you are not entitled to occupy the dwelling as a home, those periods.
11. Your contract is periodic and continues from one rental period to the next (typically monthly, weekly or quarterly).

Terms of your occupation contract: fundamental, supplementary and additional terms

12. **'Fundamental terms'** are provisions of the Act (or of any other enactment that the Welsh Ministers specify are fundamental terms) that are automatically incorporated as terms of your occupation contract. Some of the fundamental provisions cannot be omitted or modified and must reflect the wording in the Act, apart from editorial changes. Other fundamental provisions can be omitted or modified subject to the agreement of you and your landlord, but only if doing so improves your position.
13. **'Supplementary terms'** are provisions (set out in regulations made by Welsh Ministers) which are also automatically incorporated as terms of the occupation contract, unless:
 - a) The supplementary terms are omitted or modified. Supplementary terms can be omitted or modified, subject to the agreement of you and your landlord, either to improve your position or that of your landlord, provided that the omission or modification would not make a supplementary term incompatible with a fundamental term; or
 - b) The occupation contract has been converted from an existing tenancy or licence made prior to the implementation of the Act.

14. If any fundamental or supplementary provisions have not been incorporated as terms of the occupation contract, such provisions are identified in Annex C.
15. **'Additional terms'** are agreed by you and your landlord if they are included in your occupation contract. They can cover any matter provided, they do not conflict with a key matter, a fundamental term or a supplementary term.
16. Any additional term, or modification to a supplementary term, that is incorporated in the occupation contract is not binding on you if it is an unfair term under section 62 (requirement for contract terms and notices to be fair) of the Consumer Rights Act 2015.

Features of fundamental, supplementary and additional terms where your occupation contract has been converted from an existing tenancy or licence made prior to the implementation of the Act

17. Where the occupation contract has been converted from an existing tenancy or licence made prior to the implementation of the Act, existing terms of the contract which were already agreed by you and your landlord prior to the conversion are additional terms. These terms will continue to have effect except where they are incompatible with a fundamental term provision incorporated as a term of the occupation contract.
18. Supplementary terms that are incompatible with terms of the existing tenancy or licence prior to its conversion to an occupation contract will not be incorporated into the occupation contract.
19. If your occupation contract has been converted from an existing tenancy or licence made prior to the implementation of the Act, once your landlord has given you a written statement of occupation contract:
20. Certain fundamental terms can be omitted or modified subject to the agreement of you and your landlord, but only if doing so improves your position; and
21. Supplementary terms can be omitted or modified subject to the agreement of you and your landlord, either to improve your position or that of your landlord, provided that the omission or modification would not make the supplementary term incompatible with a fundamental term.

Your rights and responsibilities

22. You have important rights relating to how you can use the dwelling, although some of these rights are subject to obtaining your landlord's consent.

23. You can be held responsible for any anti-social behaviour or other prohibited conduct of anyone who lives in or visits the dwelling. Anti-social behaviour or other prohibited conduct can include excessive noise, verbal abuse, physical assault and domestic abuse (including physical, sexual, psychological, emotional or financial abuse).
24. You must not allow the dwelling to become overcrowded by permitting more persons to live in the dwelling than the maximum number allowed. Part 10 of the Housing Act 1985 (overcrowding) provides the basis for determining the maximum number of people to live in the dwelling.
25. A succession right may apply to someone who lives in the dwelling with you if you die.
26. You cannot be evicted without a court order, unless you abandon the dwelling.
27. Before a court can make a possession order, the landlord must demonstrate that all the correct procedures have been followed and that at least one of the following is satisfied:
 - a) You have broken one or more terms of the occupation contract (which include, failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict you;
 - b) You are in serious rent arrears (for example where the rental period is a month, at least two months' rent is unpaid);
 - c) 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 accommodation is, or will be, available when the order takes effect, and that it is reasonable to evict you;
 - d) Where your occupation contract incorporates section 173 (landlord's notice) of the Act as a term of the occupation contract, your landlord has given you notice under section 173 of the Act that you must give up possession on a specified date in the notice, and your landlord also must demonstrate:
 - I. No restrictions on giving notice under section 173 of the Act apply, including the restrictions set out in section 75 (other consequences of operating unlicensed HMOs: restriction on terminating tenancies) and section 98 (other consequences of operating unlicensed houses: restriction on terminating tenancies) of the Housing Act 2004 and section 44 (restriction on terminating tenancies) of the Housing (Wales) Act 2014),
 - II. You were given at least six months' notice that you must give up possession and the notice must not have been issued in the first six

months of the occupation date of the contract, except where the contract is within Schedule 8A or Schedule 9 to the Act, and

- III. Where the contract is within Schedule 8A to the Act, you were given at least two months' notice that you must give up possession.

Issues with the dwelling and disputes

28. If you have an issue with the dwelling, you should first contact your landlord to try and resolve it, but if this is not successful, then advice agencies (e.g. Citizens Advice Bureau or Shelter Cymru) or independent legal advisors may be able to assist.
29. Disputes regarding the terms of your occupation contract may be determined in the county court.

Further information about occupation contracts

30. More information about occupation contracts, including dispute resolution, can be found on the website provided by the Welsh Government, from advice agencies (e.g. Citizens Advice Bureau or Shelter Cymru), or from independent legal advisors.

B. Definitions

Unless otherwise stated, all references to “the contract” relate to this document, which is a periodic standard occupation contract under the Renting Homes (Wales) Act 2016 and associated legislation. Where the following terms appear in this contract, they have the following meanings.

The Act	The Renting Homes (Wales) Act 2016
Additional terms	Any term which is not a key matter, fundamental term or supplemental term. Any additional term must be compatible with any key matter, fundamental or supplemental term to have effect. Additional terms are marked with “(A)” in this contract.
Common parts	Any part of a building comprising that dwelling, and 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.
Contract-holder	An individual with the right to occupy a dwelling as a home under an occupation contract pursuant to section 7 of the Act.
Convention rights	“Convention rights” (“hawliau Confensiwn”) has the same meaning as in the Human Rights Act 1998 (c. 42).
Dealing	For the purpose of this contract “dealing” includes: <ul style="list-style-type: none">a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;b) transferring; and/orc) mortgaging or otherwise charging.
Enactment	An enactment (whenever enacted or made, unless the contrary intention appears) comprised in, or in an instrument made under an Act of Parliament, or a Measure or an Act of the Senedd Cymru, or Regulations made by the Welsh Ministers.
Family property order	For the purposes of this contract and the Renting Homes (Wales) Act 2016, a “family property order” is an order under: <ul style="list-style-type: none">a) section 24, Matrimonial Causes Act 1973;b) section 17 or 22, Matrimonial and Family Proceedings Act 1984;

- c) paragraph 1, schedule 1, Children Act 1989;
- d) schedule 7, Family Law Act 1996;
- e) part 2, schedule 5, Civil Partnership Act 2004;
- f) paragraph 9 or 13, schedule 7, Civil Partnership Act 2004; or
- g) an order under schedule 1 (as it continues to have effect because of schedule 9, Family Law Act 1996), Matrimonial Homes Act 1983.

Fundamental term

A provision under the Renting Homes (Wales) Act 2016 which is automatically included as a term of all occupation contracts or of specified occupation contracts.

Under the Act, some fundamental terms can be modified or excluded if it is agreed between the landlord and the contract holder, but only if it improves the contract holder's position. These sorts of fundamental terms are marked with an "(F)" in this occupation contract.

Other fundamental terms cannot be modified or excluded even if the landlord and contract holder agree, although 'editorial' changes – modifications to the wording of the terms which don't change the substance of the term in any way – are allowed. These sorts of terms are marked with an "(MF)" in this occupation contract.

Key matters

The dwelling; the occupation date; the amount of rent or other consideration; rental periods; whether the contract is periodic or made for a fixed term (and if for a fixed term, the term for which it is made); and if there are periods during which the contract-holder is not entitled to occupy the dwelling as a home, those periods. These are set out in section 1 of this occupation contract.

Lack of care

A failure to take proper care of the dwelling, or if the dwelling forms part only of a building, of the common parts that the contract-holder is entitled to use under the occupation contract.

Lodger

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 of the Act (accommodation

shared with landlord), except if that person is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

Members of a family

A person is a member of another's family if:

- a) he or she or they is/are the spouse or civil partner of that person,
- b) he or she or they and that person live together as if they were spouses or civil partners, or
- c) he or she or they is/are that person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

Permitted occupier

A person is a permitted occupier of a dwelling subject to an occupation contract if he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or 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.

Prohibited conduct

Conduct of the contract-holder prohibited by section 55 of the Act and terms 5.1 – 5.5 of this contract. 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).

Repairing obligations

This has the meaning set out in section 100(2) of the Act which sets out the following:

- 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,
- c) include a landlord's obligations under sections 91 and 92 of the Act (which in this contract are set out in terms 6.1 to 6.5).

Service installation

An installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

Specified service installation	An installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.
Sub-holder	The contract-holder under a sub-occupation contract (see below).
Sub-occupation contract	An occupation contract made with a landlord who is the contract-holder under an occupation contract, and which relates to all or part of the dwelling to which the contract relates.
Supplementary term	A provision set out in regulations made by the Welsh Ministers under the provisions of the Renting Homes (Wales) Act 2016 which is automatically included as a term of all occupation contracts or of specified occupation contracts. Supplementary terms are marked with "(S)" in this occupation contract.

1. Key matters

The following terms include the key matters and other important matters in relation to this occupation contract:

- 1.1. This periodic standard contract is between [NAME] ("the landlord(s)" / "we" / "us") and [NAME] ("the contract-holder(s)" / "you").
- 1.2. It relates to [FULL PROPERTY ADDRESS] ("the dwelling").
- 1.3. The initial rent is £[RENT] payable [MONTHLY etc] in advance on the [PAYMENT DAY] of each [MONTH etc], the first payment being due by [DATE].
- 1.4. The occupation date is [DATE].
- 1.5. You can contact the landlord
 - a) by post: [INSERT ADDRESS]
 - b) by telephone: [INSERT PHONE NUMBER]
 - c) by email: [INSERT EMAIL ADDRESS]
- 1.6. You have paid a deposit of £[SUM OF DEPOSIT]
- 1.7. For more information about the holding of your deposit: [INSERT DETAILS].

Terms

The fundamental and supplementary terms of this periodic standard contract are set out in this Part. Fundamental terms that cannot be left out of this contract or amended in a way that changes their substance in any way have (MF) added after the term sub-heading. Fundamental terms that can be left out or changed if you and we agree and it improves your position have (F) added. Supplementary terms have (S) added. Additional terms have (A) added.

Any fundamental or supplementary terms which have been left out of or amended in this contract are detailed in the attached Annex C.

Where a term refers to the contract-holder, this contract usually uses "you" instead of "the contract-holder". Similarly where a term is referring to something belonging to the contract-holder, it usually uses "your" rather "the contract-holder's". Likewise, where a term refers to the landlord, "we" or "us" is usually used, as is "our" when referring to something that belongs to us.

Footnotes do not form part of the terms of this contract, but where have been included it is to help make things clearer.

2. Notices

- 2.1. Any notice, statement or other document required or authorised to be given or made by this occupation contract must be in writing. (F)
- 2.2. Sections 236 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. (F)
- 2.3. You agree that the provisions of the Act referred to at term 2.2 will also apply as to how any notice, statement or other document related to this contract, whether required to be given under the Act or otherwise, may be given or delivered to you. (A)
- 2.4. You must —
 - a) keep safe any notices, orders or other documents delivered to the dwelling addressed to us specifically or as the owner generally, and
 - b) as soon as is reasonably practicable, give us the original copies of any such notices, orders or other documents. (S)
 - c) This term gives you notice that you may send documents intended for us to the following address: [CLIENT TO INSERT ADDRESS]. (A)

3. Rent and other charges

Payment of rent

- 3.1. You must pay the rent in the sum and by the dates set out in term 1.3, unless said sum or payment dates are varied in accordance with this contract, in which case, you must pay rent in the sum, and by not later than, the dates, as varied. (A)
- 3.2. You agree to pay for all gas, electricity, water, Council Tax, telephone, internet, pay TV charges and other outgoings relating to the dwelling during the term of this contract. (A)

Variation of rent

- 3.3. We 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. (F)
- 3.4. The period between the day on which the notice is given to you and the date specified in the notice may not be less than two months. (F)
- 3.5. The first notice to vary the rent payable may specify any date as long as it complies with terms 3.3 and 3.4. Any subsequent notice to vary must specify a date which is not less than one year after the last date on which a new rent took effect. (F)

- 3.6. Within 14 days of a request from you, we must provide you with written receipt of any rent or other consideration¹ paid or provided under the contract. (S)
- 3.7. You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation. (S)
- 3.8. If we are liable to pay you compensation under section 87 of the Act, you may set off that liability against rent. (F)

Deposit

- 3.9. We may not require security (which includes a deposit) to be given in any form other than —
- a) money, or
 - b) a guarantee. (F)
- 3.10. 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.² (MF)
- 3.11. Before the end of the period of 30 days starting with the day on which the deposit is paid, we must —
- a) comply with the initial requirements of the authorised deposit scheme, and
 - b) give you (and any person who has paid the deposit on your behalf) the required information. (MF)
- 3.12. 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 —
- a) the authorised deposit scheme which applies,
 - b) our compliance with the initial requirements of the scheme, and
 - c) 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. (MF)
- 3.13. The deposit is paid as security for performance of your obligations and it may be used to pay to compensate us for the reasonable costs of any breach or failure to comply with those obligations or against any outstanding rent. (A)

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

² Information about authorised deposit schemes and links to the "required information" can be found on the Welsh Government's website.

- 3.14. Before the deposit is refunded by us, you must be able to demonstrate that bills for charges for water, gas, Council Tax, electricity and telephone services, for which you are liable for the duration of the contract, have been paid. (A)
- 3.15. You cannot use the deposit to pay for the rent. (A)
- 3.16. At the end of the contract, we may use the deposit to pay unpaid accounts or charges for telephone, council tax, water, electricity or gas or other fuels used by you in the premises, unless lawfully withheld by you. (A)
- 3.17. Otherwise the deposit shall be repaid to you without (interest) not later than 10 days after the end of the contract and the return of all keys to us. (A)

Loss, damage and costs

- 3.18. You agree to pay us:
 - a) the reasonable costs associated with reconnecting or resuming any utility or other services which you allow to be cut off, either by default of payment or specific instruction, the utility or other services to be cut off, whether during or at the end of the contract;
 - b) the reasonable costs of removing any obstruction you cause or allow in the common parts in breach of this contract;
 - c) our reasonable legal costs and expenses, reasonably incurred in enforcing this contract or in relation to any breach of it;
 - d) the actual costs of replacing any keys, key fobs or other device relating to accessing the dwelling which you lose or fail to return to us when obliged to by this contract;
 - e) our reasonable costs of removing and disposing of any property which you leave at the property after vacating it, in breach of this contract;
 - f) any loss, damage or reasonable costs of any kind incurred by us as a result of any breach by you of this contract. (A)

4. Using and living in your home

Occupying and living in your home

- 4.1. You must occupy the dwelling as your only or principal home during the term of this occupation contract. (A)
- 4.2. You must not carry on or permit any trade or business at the dwelling without our consent. (S)
- 4.3. If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify us as soon as reasonably practicable. (S)

- 4.4. You may permit persons who are not lodgers or sub-holders to live in the dwelling as a home. (S)
- 4.5. You must not allow persons to live in the dwelling as lodgers without our consent. (S)

Right to occupy the dwelling without interference from the landlord

- 4.6. We may not, by any act or omission, interfere with your right to occupy the dwelling. (F)
- 4.7. We do not interfere with your right to occupy the dwelling:
 - a) by reasonably exercising our rights under this contract; and/or
 - b) because of a failure to comply with repairing obligations. (F)
- 4.8. We are to be treated as having interfered with your right if a person who (a) acts on our behalf, or (b) has an interest in the dwelling, or part of it, that is superior to our interest, interferes with your right by any lawful act or omission. (F)

Prohibition of discrimination against people with children and benefits claimants

- 4.8(a) Subject to paragraph 4.8(b) below, you may permit a person who has not reached the age of 18 to live in or visit the dwelling. (F)
- 4.8(b) We must not interfere with or restrict the exercise of your right under paragraph 4.8(a) unless the interference is a proportionate means of achieving a legitimate aim. (F)
- 4.8(c) We must not prohibit you from being a benefits claimant within the meaning given by Section 8J of the Renting Homes (Fees, Discrimination etc.)(Wales) Act 2019 (F)

Adding or removing a person to or from this contract

- 4.9. You, as the contract-holder and another person may, with our consent, make that person a joint contract-holder under the contract. (F)
- 4.10. If a person is made a joint contract-holder under this term, he or she or they 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. (F)
- 4.11. If you are a joint contract-holder, you may withdraw from this contract by giving a notice (a "withdrawal notice") to us. (F)
- 4.12. The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the "withdrawal date"). (F)

- 4.13. You must give a written warning to the other joint contract-holders when you give the withdrawal notice to us and a copy of the withdrawal notice must be attached to the warning. (F)
- 4.14. We must give a written warning, attaching a copy of the withdrawal notice, to the other joint contract-holders as soon as reasonably practicable after we receive the withdrawal notice. (F)
- 4.15. You will cease to be a party to this contract on the withdrawal date. (F)
- 4.16. A notice given to us by one or more (but not all) of the joint contract-holders that purports to be a notice under term 7.8 (contract-holder's notice 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. (F)
- 4.17. Term 4.13 does not apply to a notice which is treated as a withdrawal notice because of term 4.16. (F)
- 4.18. The minimum time period between the date on which a notice under terms 4.11 to 4.17 is given to us, and the date specified in the notice, is one month. (S)
- 4.19. 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 —
- a) fully entitled to all the rights under this contract, and
 - b) liable to perform fully every obligation owed to us under this contract. (MF)
- 4.20. 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. (MF)
- 4.21. Nothing in terms 4.19 and 4.20 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. (MF)
- 4.22. Terms 4.19 to 4.21 do 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. (MF)

Transactions concerning your home

- 4.23. "Dealing" includes the matters set out in section B of this contract (Definitions).³ (F)

Forms of dealings with the dwelling allowed under this contract

- 4.24. You may not deal with this contract, the dwelling or any part of the dwelling except:
- a) in a way permitted by this contract, or

³ See section 57(4) of the Act.

- b) in accordance with a family property order (see section 251 of the Act). (F)
- 4.25. 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 —
 - a) in a way permitted by this contract, or
 - b) in accordance with a family property order. (F)
- 4.26. If you do anything in breach of term 4.24, or a joint contract-holder does anything in breach of term 4.25 —
 - a) the transaction is not binding on us, and
 - b) you or the joint contract-holder are in breach of this contract (despite the transaction not being binding on us). (F)

Security of the dwelling

- 4.27. You must take reasonable steps to ensure the dwelling is secure. (S)
- 4.28. Subject to obtaining our prior consent in writing, you may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than before. (S)
- 4.29. If you change any locks meaning that a new key is required to access the dwelling or any part of it, you must notify us as soon as reasonably practicable and make a working copy of the new key available to us. (S)

5. Your rights and obligations

Prohibited conduct

- 5.1. 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) —
 - a) to live in the dwelling subject to this contract, or
 - b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract. (MF)
- 5.2. You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity —
 - a) in the dwelling subject to this contract, or
 - b) in the locality of that dwelling. (MF)
- 5.3. You must not engage or threaten to engage in conduct —

- a) capable of causing nuisance or annoyance to — (a) us, or (b) a person (whether or not employed by us) acting in connection with the exercise of our housing management functions, and
 - b) that is directly or indirectly related to or affects our housing management functions. (MF)
- 5.4. You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes. (MF)
- 5.5. You must not, by any act or omission —
- a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned terms 5.1 to 5.3, or
 - b) allow, incite or encourage any person to act as mentioned in term 5.4. (MF)

Care of the dwelling

- 5.6. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must —
- a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
 - b) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without our consent,
 - c) keep the dwelling in a state of reasonable decorative order, and
 - d) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling. (S)
- 5.7. You agree to keep the dwelling properly ventilated and/or heated to minimise condensation appropriately. (A)
- 5.8. You must notify us as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is our responsibility. (S)
- 5.9. Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not our responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them. (S)
- 5.10. The circumstances in which term 5.9 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 by you, any permitted occupier or any person visiting the dwelling. (S)

Common parts and gardens

- 5.11. You agree not to cause or allow any obstruction in the common parts. (A)
- 5.12. Where the dwelling includes a garden, you agree to cut the grass regularly during growing season and to weed the borders. (A)

Refuse

- 5.13. You agree not to store rubbish other than in appropriate receptacles and only inside the dwelling or in areas designated for such purposes. (A)
- 5.14. You agree to put out any rubbish at the appropriate times and places for collection. (A)

Fire safety

- 5.15. You agree not to interfere with any fire safety precautions, including but not limited to fire doors and fire alarms, at the dwelling. (A)

Alterations

- 5.16. You must not make any alteration to the dwelling without our consent. (S)
- 5.17. For the purposes of term 5.16, "alteration" includes:
- a) any addition to or alteration of the fixtures and fittings in the dwelling,
 - b) the erection of an aerial or satellite dish,
 - c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
 - d) decorating the interior or exterior of the dwelling. (S)
- 5.18. You may change any of the suppliers to the dwelling of:
- a) electricity, gas, or other fuel or water (including sewerage) services;
 - b) telephone, internet, cable television or satellite television services. (S)
- 5.19. Unless we consent, you must not —
- a) 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 occupation date;
 - b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling. (S)

Other

- 5.20. You agree not to place or exhibit any notice board or notice visible from outside the premises advertising any profession, trade or business or any goods or services. (A)
- 5.21. You agree not to smoke inside of the property. (A)
- 5.22. You agree not to keep pets or other animals in the premises without our prior written permission (not to be unreasonably withheld). (A)
- 5.23. In the event there is any outbreak of fire, burglary or attempted burglary at the dwelling, you agree to inform us as soon as reasonably practicable. (A)
- 5.24. You agree not to do or permit to be done in or about the property any act or thing which may render void or invalidate the insurance of the property or the building against fire or otherwise increase the ordinary premium for the insurance. Details of the landlord's insurance will be provided on written request. (A)
- 5.25. You agree to allow us, or any person acting on our behalf, on 24 hours' notice in writing access to the dwelling at reasonable times for the purpose of showing it to prospective future contract holders or purchasers. (A)

At the end of the contract

- 5.26. When you vacate the dwelling at the end of this contract, you must —
 - a) remove from the dwelling all property belonging to you, or to any permitted occupier who is not entitled to remain in occupation of the dwelling,
 - b) return any property belonging to us to the position that property was in on the occupation date, and
 - c) return all keys to us 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. (S)
- 5.27. You must also when you vacate the dwelling at the end of this contract return any key fobs or other security device giving 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. (A)

6. Our obligations

Care of the dwelling

- 6.1. We must ensure that the dwelling is fit for human habitation —
 - a) on the occupation date of this contract, and
 - b) for the duration of this contract. (F)

- 6.2. If the dwelling forms part only of a building, the reference in term 6.1 to 'the dwelling' includes the structure and exterior of the building and the common parts. (F)
- 6.3. We must —
- a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
 - b) keep in repair and proper working order the service installations⁴ in the dwelling. (F)
- 6.4. If the dwelling forms part only of a building, we must —
- a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which we have an estate or interest, and
 - b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either —
 - (i) forms part of any part of the building in which we have an estate or interest, or
 - (ii) is owned by us or is under our control. (F)
- 6.5. The standard of repair required by terms 6.3 and 6.4 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. (F)
- 6.6. We must make good any damage caused by works and repairs carried out in order to comply with our obligations under terms 6.1 to 6.5. (F)
- 6.7. We may not impose any obligation on you in the event of you enforcing or relying on our obligations under terms 6.1 to 6.5. (F)
- 6.8. Term 6.1 does not impose any liability on us in respect of a dwelling which we cannot make fit for human habitation at reasonable expense. (F)
- 6.9. Terms 6.1 and 6.3 do not require us —
- a) to keep in repair anything which you are entitled to remove from the dwelling, or
 - b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by fire, storm, flood or other inevitable accident. (F)
- 6.10. If the dwelling forms part only of a building, terms 6.1 and 6.4 do not require us to rebuild or reinstate any other part of the building in which we have an estate or interest, in the case of destruction or damage by fire, storm, flood or other inevitable accident. (F)

⁴ Service installation throughout this contract has the meaning as set out in Section B – Definitions (see s. 92(4) of the Act).

- 6.11. We are not required by term 6.4 to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of
- a) the dwelling, or
 - b) the common parts that you are entitled to use under this contract. (F)
- 6.12. Term 6.1 does not impose any liability on us 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. (F)
- 6.13. Terms 6.3 or 6.4 do not oblige us 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. (F)
- 6.14. "Lack of care" means 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 this contract. (F)
- 6.15. Our obligations under terms 6.1(b), 6.3 and 6.4 do not arise until we (or where we are joint landlord with at least one other person, any one of us) becomes aware that works or repairs are necessary. (F)
- 6.16. We will comply with the obligations under terms 6.1(b), 6.3 and 6.4 if we carry out the necessary works or repairs within a reasonable time after the day on we become aware that they are necessary. (F)
- 6.17. If —
- a) we transfer our interest in the dwelling to another person (the "new landlord"), and
 - b) we (or where we are joint landlord with at least one other person, any one of us) is aware before the date of the transfer that works or repairs are necessary in order to comply with terms 6.1 or 6.3 or 6.4,
 - c) 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. (F)
- 6.18. A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of any failure to comply with terms 6.1 to 6.5, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage. (F)
- 6.19. But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract. (F)

- 6.20. We may enter the dwelling at any reasonable time for the purpose of —
- a) inspecting its condition and state of repair, or
 - b) carrying out works or repairs needed in order to comply with terms 6.1 to 6.5 of this contract. (F)
- 6.21. We must give at least 24 hours' notice to you before exercising that right. (F)
- 6.22. Term 6.23 applies where —
- a) the dwelling forms part only of a building, and
 - b) in order to comply with terms 6.1 to 6.5 we need to carry out works or repairs in another part of the building. (F)
- 6.23. We are not liable for failing to comply with terms 6.1 to 6.5 if we do not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and are unable to obtain such rights after making a reasonable effort to do so. (F)
- 6.24. If you have not undertaken repairs that are your responsibility under terms 5.9 and 5.10, we 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. (S)
- 6.25. But we must give you at least 24 hours' notice before entering the dwelling. (S)
- 6.26. In the event of an emergency which results in us needing to enter the dwelling without notice, you must give us immediate access to the dwelling. (S)
- 6.27. If you do not provide access immediately, we may enter the dwelling without your permission. (S)
- 6.28. If we enter the dwelling in accordance with term 6.27, we must use all reasonable endeavours to notify you that we have entered the dwelling as soon as reasonably practicable after entry. (S)
- 6.29. For the purposes of term 6.26, an emergency includes —
- a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
 - b) something which if not dealt with by us immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling. (S)

Repayment of rent or other consideration

- 6.30. We must repay to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends, within a reasonable time after the end of this contract. (S)

Inventory

- 6.31. We must provide you with an inventory in relation to the dwelling no later than the date by which we must provide you with the written statement of this contract in accordance with terms 9.1 to 9.6. (S)
- 6.32. The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date. (S)
- 6.33. If you disagree with the information within the inventory, you may provide comments on it to us. (S)
- 6.34. Where no comments are received by us within 14 days, the inventory is deemed accurate. (S)
- 6.35. Where comments are received by us within 14 days, we must either —
- a) amend the inventory in accordance with those comments and send the amended inventory to you, or
 - b) 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
 - c) 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. (S)

7. Termination of the contract and leaving your home

- 7.1. This contract may be ended only in accordance with —
- a) 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, or
 - b) an enactment. (MF)
- 7.2. Term 7.1 does not affect —
- a) any right of yours or ours to rescind the contract, or
 - b) the operation of the law of frustration. (MF)

By agreement

- 7.3. If we and you agree to end this contract, this contract ends —
- a) when you give up possession of the dwelling in accordance with what has been agreed, or
 - b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract. (F)
- 7.4. An occupation contract is a substitute occupation contract if —
- a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - b) you were also the contract-holder under the original contract. (F)

By you

- 7.5. You may end this contract at any time before the earlier of —
- a) us giving you a written statement of this contract under term 9.1, or
 - b) the occupation date. (F)
- 7.6. To end this contract under term 7.5, you must give a notice to us stating that you are ending this contract. (F)
- 7.7. On giving the notice to us under term 7.6, you —
- a) cease to have any liability under this contract, and
 - b) become entitled to the return of any deposit, rent or other consideration given to us in accordance with this contract. (F)
- 7.8. You may end this contract by giving us notice that you will give up possession of the dwelling on a date specified in the notice. (F)
- 7.9. The date specified in a notice under term 7.8 may not be less than four weeks after the day on which the notice is given to us. (F)
- 7.10. If you give up possession of the dwelling on or before the date specified in a notice under term 7.8, this contract ends on the date specified in the notice. (F)
- 7.11. If you give up possession of the dwelling after that date but in connection with the notice, this contract ends -
- a) on the day on which you give up possession of the dwelling, or
 - b) if an order for possession is made, on the date determined in accordance with terms 8.1 to 8.3. (F)
- 7.12. The notice ceases to have effect if, before this contract ends -

- a) you withdraw the notice by further notice to us, and
 - b) we do not object to the withdrawal in writing before the end of a reasonable period. (F)
- 7.13. If we, as the landlord under this contract, commit a repudiatory breach of this contract and you give up possession of the dwelling because of that breach, the contract ends when you give up possession. (F)
- 7.14. 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. (F)

By your death

- 7.15. If you are sole contract-holder, this contract ends —
- a) one month after your death, or
 - b) if earlier, when we are given notice of your death by either your personal representatives, or the permitted occupiers of the dwelling aged 18 and over (if any) acting together. (MF)
- 7.16. 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. (MF)
- 7.17. This contract does not end if, at your death, a family property order has effect which requires this contract to be transferred to another person. (MF)
- 7.18. If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends —
- a) when the order ceases to have effect, or
 - b) if later, at the time this contract would end under term 7.15. (MF)

By us

- 7.19. We 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 to 5 and 7 of Part 9 of the Act. (MF)
- 7.20. Terms 7.20 to 7.21 apply in relation to a possession notice which we are required to give to you under any of the following terms before making a possession claim —
- a) terms 7.24 to 7.25 (in relation to a breach of contract by a contract-holder);
 - b) terms 7.31 to 7.35 (in relation to estate management grounds);
 - c) terms 7.44 to 7.47 (in relation to a contract-holder’s notice);
 - d) terms 7.39 to 7.40 (in relation to serious rent arrears). (F)

- 7.21. The notice must (in addition to specifying the ground on which the claim will be made) —
- a) state our intention to make a possession claim,
 - b) give particulars of the ground for seeking possession, and
 - c) state the date after which we are able to make a possession claim. (F)

Breach of contract

- 7.22. If you breach this contract, we may make a possession claim on that ground. (F)
- 7.23. 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). (F)
- 7.24. Before making a possession claim on the ground in terms 7.22 to 7.23, we must give you a possession notice specifying that ground. (F)
- 7.25. We may make a possession claim:
- a) for a breach of terms 5.1 to 5.5 (anti-social behaviour and other prohibited conduct), on or after the day on which we give you a possession notice specifying a breach of that term;
 - b) for a breach of any other term of this contract, after the end of the period of one month starting with the day on which we give you a possession notice specifying a breach of that term; and
 - c) in either case, we may not make a possession claim after the end of the period of six months starting with the day on which we give you the possession notice. (F)

Estate management grounds

- 7.26. We may make a possession claim on one or more of the estate management grounds. (F)
- 7.27. The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in Annex A to this contract. (F)
- 7.28. Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless —
- a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
 - b) it is satisfied that suitable alternative accommodation (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). (F)

- 7.29. If the court makes an order for possession on an estate management ground (and on no other ground), we must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling. (F)
- 7.30. Term 7.29 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). (F)
- 7.31. Before making a possession claim on an estate management ground, we must give you a possession notice specifying that ground. (F)
- 7.32. We may not make the claim —
- a) before the end of the period of one month starting with the day on which we give you the possession notice, or
 - b) after the end of the period of six months starting with that day. (F)
- 7.33. If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, we may give you a possession notice specifying estate management Ground B before the conditions are met. (F)
- 7.34. We may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) —
- a) before the end of the period of six months starting with the day on which we (or where we are joint landlord with at least one other person, any one of us) became aware of the previous contract-holder's death, or
 - b) after the end of the period of twelve months starting with that day. (F)
- 7.35. We 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. (F)

Serious rent arrears

- 7.36. If you are seriously in arrears with your rent, we may on that ground make a possession claim. (F)
- 7.37. You are seriously in arrears with your rent —
- a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
 - b) where the rental period is a month, if at least two months' rent is unpaid;
 - c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;

- d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears. (F)
- 7.38. Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights) make an order for possession of the dwelling if it is satisfied that you —
- a) were seriously in arrears with your rent on the day on which we gave you the possession notice, and
 - b) are seriously in arrears with your rent on the day on which the court hears the possession claim. (F)
- 7.39. Before making a possession claim on the ground in terms 7.36 to 7.38, we must give you a possession notice specifying that ground. (F)
- 7.40. We may not make the claim —
- a) before the end of the period of 14 days starting with the day on which we give you the possession notice, or
 - b) after the end of the period of six months starting with that day. (F)

False statements

- 7.41. If we are induced to make this contract by means of a false statement made knowingly or recklessly by you, or another person acting at your instigation —
- a) you are to be treated as being in breach of this contract, and
 - b) we may accordingly make a possession claim on the ground in terms 7.22 to 7.23 (breach of contract). (MF)

Recovery of possession on the ground of a notice given under term 7.8 (contract-holder's notice)

- 7.42. If you fail to give up possession of the dwelling on the date specified in a notice under term 7.8, we may on that ground make a possession claim. (F)
- 7.43. 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). (F)
- 7.44. Before making a possession claim on the ground in terms 7.42 and 7.43 we must give you a possession notice specifying that ground. (F)
- 7.45. We may make the possession claim on or after the day on which we give you the possession notice. (F)

- 7.46. But we may not make the possession claim after the end of the period of six months starting with that day. (F)
- 7.47. We may not give you a possession notice specifying the ground in terms 7.42 and 7.43 after the end of the period of two months starting with the date specified in the notice under term 7.8 as the date on which you would give up possession of the dwelling. (F)

Termination where we give notice to end the contract

- 7.48. We may end this contract by giving you notice that you must give up possession of the dwelling on a date specified in the notice. (F)
- 7.49. The date specified in any notice given under term 7.48 may not be less than six months after the day on which the notice is given to you. (F)
- 7.50. Terms 7.51 and 7.52 apply where -
- a) we have given you a notice under term 7.48 ("the first notice"), and
 - b) we have subsequently withdrawn the notice (see term 7.60). (F)
- 7.51. We may not give another notice under term 7.48 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 term 7.52. (F)
- 7.52. We may give one more notice under term 7.48 to you during the period of 28 days starting with the day on which the first notice was given. (F)
- 7.53. Term 7.54 applies where -
- a) a landlord has given a contract-holder a notice under term 7.48, and
 - b) the period for making a possession claim on the ground in terms 7.55 to 7.56 has ended without us having made a claim. (F)
- 7.54. We may not give another notice under term 7.48 to you before the end of the period of six months starting with the last day of the period before the end of which we could have made the claim (see term 7.57(b)). (F)
- 7.55. If we give you a notice under term 7.48, we may on that ground make a possession claim. (F)
- 7.56. 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 (and subject to any available defence based on your Convention rights). (F)
- 7.57. We may not make a possession claim on the ground in terms 7.55 to 7.56 -
- a) before the date specified in the notice given by us to you under term 7.48, or

- b) after the end of the period of two months starting with that date. (F)
- 7.58. If you give up possession of the dwelling on or before the date specified in a notice under term 7.48, this contract ends on the date specified in the notice. (F)
- 7.59. If you give up possession of the dwelling after that date but in connection with the notice, this contract ends -
 - a) on the day on which you give up possession of the dwelling, or
 - b) if an order for possession is made, on the date determined in accordance with terms 8.1-8.3. (F)
- 7.60. The notice ceases to have effect if -
 - a) before this contract ends, and during the period of 28 days starting with the day on which the notice was given, we withdraw the notice by giving you a further notice, or
 - b) before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given we withdraw the notice by giving further notice to you, and you do not object to the withdrawal in writing before the end of a reasonable period. (F)

Restrictions on us giving you notice

Notice may not be given until after the first six months of occupation

- 7.61. We may not give notice under term 7.48 before the end of the period of six months starting with the occupation date of this contract. (F)
- 7.62. If this contract is a substitute occupation contract, we may not give such notice under term 7.48 before the end of the period of six months starting with the occupation date of the original contract. (F)
- 7.63. For the purposes of term 7.62 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. (F)
- 7.64. For the purposes of term 7.62 "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. (F)

Following retaliatory possession claim

7.65. Term 7.66 applies where -

- a) we (having given you a notice under term 7.48) have made a possession claim on the ground in terms 7.55 - 7.56, and
- b) 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). (F)

7.66. We may not give another notice under term 7.48 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. (F)

Following failure to provide written statement

7.67. We may not give notice under term 7.48 at a time when -

- a) you have not been given a written statement of the contract under term 9.1 (requirement to provide written statement at the start of a contract) , or
- b) we are 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 9.2. (MF)

Late provision of written statement

7.68. If we have failed to comply with terms 9.1 and 9.2 (the duty to provide written statement of contract), we may not give notice under term 7.48 during the period of six months starting with the day on which we gave a written statement of this contract to you. (MF)

Failure to provide information about us

7.69. We may not give notice under term 7.48 at a time when we have not provided a notice in accordance with our duty to provide information under terms 9.9 to 9.11 (duty to provide information about landlord). (MF)

Failure to provide a valid energy performance certificate

7.70. We may not give notice under term 7.48 at a time when we have not complied with regulation 6(5) of the EPB Regulations. (MF)

- 7.71. For the purposes of term 7.70, it does not matter when the valid energy performance certificate was given (and nothing in this term 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). (MF)
- 7.72. In terms 7.70 to 7.71 -
- a) "the EPB Regulations" ("y Rheoliadau PYA") means the Energy Performance of Buildings (England and Wales) Regulations 2012;
 - b) "valid energy performance certificate" ("tystysgrif perfformiad ynni ddilys") is to be interpreted in accordance with the EPB Regulations. (MF)

Breach of security and deposit requirements

- 7.73. We may not give notice under term 7.48 at a time when security required by us in connection with the contract in a form not permitted by term 3.9 has not been returned to the person by whom it was given. (MF)
- 7.74. We may not give a notice under term 7.48 at a time when any of terms 7.75 to 7.77 apply unless -
- a) 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
 - b) an application to the county court has been made under paragraph 2 of Schedule 5 to the Act⁵ and has been determined by the county court, withdrawn, or settled by agreement between the parties. (MF)
- 7.75. This term 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. (MF)
- 7.76. This term applies if a deposit has been paid in connection with this contract but we have not provided the information required by term 3.11(b). (MF)
- 7.77. This term applies if a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme. (MF)

Prohibited payments and holding deposits under the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019 (anaw 2)

- 7.78. We may not give a notice under term 7.48 at a time when -

⁵ 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.

a) a prohibited payment (within the meaning of the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act, and

b) that prohibited payment has not been repaid. (MF)

7.79. We may not give a notice under term 7.48 at a time when -

a) a holding deposit (within the meaning of the Renting Homes (Fees, Discrimination etc.) (Wales) Act 2019) paid in relation to this contract has not been repaid, and

b) the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act. (MF)

7.80. In determining for the purposes of terms 7.78 to 7.79 whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following -

a) a payment of rent under this contract;

b) a payment required as security in respect of this contract. (MF)

Failure to ensure that working smoke alarms and carbon monoxide alarms are installed

7.81. We may not give notice under term 7.48 at a time when -

a) 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

b) as a result, we are 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. (MF)

Failure to supply electrical condition report etc.

7.82. We may not give notice under term 7.48 at a time when -

a) 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

b) as a result, we are 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. (MF)

Failure to provide gas safety report to contract-holder

- 7.83. We may not give notice under term 7.48 at a time when we have 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). (MF)
- 7.84. For the purposes of term 7.83, 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-
- a) 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
 - b) that record is valid. (MF)
- 7.85. For the purposes of term 7.84, 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.
- 7.86. In terms 7.83 - 7.86 -
- a) "check for safety" ("gwiriad diogelwch") means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations;
 - b) "gas safety record" ("cofnod diogelwch nwy") means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations;
 - c) "Gas Safety Regulations" ("y Rheoliadau Diogelwch Nwy") means the Gas Safety (Installation and Use) Regulations 1998. (MF)

8. Court proceedings

- 8.1. 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 —
- a) if you give up possession of the dwelling on or before that date, on that date,
 - b) 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
 - c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed. (F)
- 8.2. Term 8.3 applies if —
- a) it is a condition of the order that we must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and

- b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract. (F)
- 8.3. This contract ends immediately before the occupation date of the new contract. (F)

9. Written statements and the provision of information

- 9.1. We must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date. (F)
- 9.2. If there is a change in the identity of the contract-holder under this contract, we must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with—
 - a) the day on which the identity of the contract-holder changes, or
 - b) if later, the day on which we (or where we are joint landlord with at least one other person, any one of us) becomes aware that the identity of the contract-holder has changed. (F)
- 9.3. We may not charge a fee for providing a written statement under terms 9.1 and 9.2. (F)
- 9.4. You may request a further written statement of this contract at any time. (F)
- 9.5. We may charge a reasonable fee for providing a further written statement under term 9.4. (F)
- 9.6. We must give you the further written statement before the end of the period of 14 days starting with —
 - a) the day of the request, or
 - b) if we charge a fee, the day on which you pay the fee. (F)
- 9.7. If this contract is varied we must, before the end of the period of 14 days starting with the day on which the contract is varied, give you a written statement of the term or terms varied, or a written statement of the occupation contract as varied (unless we have given notice of the variation in accordance with terms 3.3 to 3.5). (F)
- 9.8. We may not charge a fee for providing a written statement under term 9.7. (F)
- 9.9. We 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 us. (F)
- 9.10. 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 they become 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. (F)

- 9.11. If the address to which you may send documents that are intended for us changes, we 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. (F)
- 9.12. If we fail to comply with an obligation under terms 9.9 to 9.11, we are liable to pay you compensation under section 87 of the Act. (F)
- 9.13. The compensation is payable in respect of the relevant date and every day after the relevant date until —
- a) the day on which we give the notice in question, or
 - b) if earlier, the last day of the period of two months starting with the relevant date. (F)
- 9.14. Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in term 9.13 (b). (F)
- 9.15. The interest starts to run on the day referred to in term 9.13(b) at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day. (F)
- 9.16. The relevant date is the first day of the period before the end of which the landlord were required to give the notice. (F)

10. Variations

- 10.1. This contract may not be varied except —
- a) in accordance with terms 3.3 to 3.5 (variation of rent) and 10.3 (variation of terms other than rent); (F) or
 - b) by or as a result of an enactment. (MF)
- 10.2. A variation of this contract (other than by or as a result of an enactment) must be in accordance with terms 10.4 to 10.8. (MF)
- 10.3. The fundamental terms, supplementary terms and additional terms of this contract may be varied (subject to terms 10.4 to 10.8) by agreement between we and you. (F)
- 10.4. The fundamental terms of this contract set out in term 10.5, may not be varied (except by or as a result of an enactment). (MF)
- 10.5. The fundamental terms to which term 10.4 applies are —
- a) terms 3.10 to 3.12 (requirement to use deposit scheme),
 - b) terms 5.1 to 5.5 (anti-social behaviour and other prohibited conduct),

- c) terms 4.19 to 4.22 (joint contract-holder ceasing to be a party to the occupation contract),
 - d) terms 7.1 to 7.2 (permissible termination),
 - e) term 7.15 to 7.18 (death of sole contract-holder),
 - f) term 7.19 (possession claims),
 - g) term 7.41 (false statement inducing - landlord to make contract to be treated as breach of conduct).
 - h) Terms 7.67 – 7.86 (restrictions on giving landlord's notice: breach of statutory obligations), and
 - i) terms 10.1(b), 10.2 and 10.4 to 10.8. (MF)
- 10.6. A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect —
- a) unless as a result of the variation —
 - (i) the fundamental provision which the term incorporates is incorporated without modification, or
 - (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this would be that your position is improved;
 - b) if the variation (regardless of whether it is within term 10.6(a) would render the fundamental term incompatible with one of the fundamental terms mentioned in term 10.5. (MF)
- 10.7. 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 terms 10.4 to 10.8 in a way that would avoid the incompatibility). (MF)
- 10.8. Term 10.7 does not apply to a variation made by or as a result of an enactment. (MF)

11. Other matters

- 11.1. Any reference to the landlord includes the landlord's agent if applicable. (A)

[SIGNATURE BOXES ETC]

12. Annexes

ANNEX A: Grounds of possession

ESTATE MANAGEMENT GROUNDS⁶

REDEVELOPMENT GROUNDS

Ground A (building works)

1. The landlord intends, within a reasonable time of obtaining possession of the dwelling—
 - a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
 - b) 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.

Ground B (redevelopment schemes)

2. (1) This ground arises if the dwelling satisfies the first condition or the second condition.
 - (2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.
 - (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 ACCOMMODATION GROUNDS

Ground C (charities)

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

⁶ This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a secure contract.

Ground D (dwelling suitable for disabled people)

4. 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 accommodation of a kind provided by the dwelling and—
 - a) there is no longer such a person living in the dwelling, and
 - b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

Ground E (housing associations and housing trusts: people difficult to house)

5. (1) The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—
 - a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
 - b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

Ground F (groups of dwellings for people with special needs)

6. The dwelling constitutes part of a group of dwellings which it is the practice of the
 - a) landlord to make available for occupation by persons with special needs and—
 - b) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,
 - c) there is no longer a person with those special needs living in the dwelling, and
 - d) the landlord requires the dwelling for occupation by a person who has those special needs (whether alone or with members of his or her family).

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

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

Ground H (joint contract-holders)

8. (1) This ground arises if the first condition and the second condition are met.
 - (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—
 - a) section 111, 130 or 138 (withdrawal), or
 - b) section 225, 227 or 230 (exclusion).
 - (3) The second condition is that—
 - a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
 - b) 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 accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

9. (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
 - (2) An estate management reason may, in particular, relate to—
 - a) all or part of the dwelling, or
 - b) 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.

ANNEX B: Notices

This annex deals with notices as set out in terms 2.1 to 2.3 of this contract and gives an explanation of sections 236 and 237 of the Act as at the date of this contract. It does not replicate the precise wording of the Act. You should also note that the law may change after the date this contract is agreed and so you should always refer to the Act.

1. Any notice or other document (including a copy of a document) required or authorised to be given or made or because of the Act must be in writing and may need to be a prescribed form⁷ (or a form substantially to the like effect).
2. Any such notice or document may be in electronic form provided it has the certified electronic signature of each person by whom it is required to be signed or executed and it complies with any other conditions the Welsh Ministers may prescribe. Such a document will be treated as signed or executed by each person whose certified electronic signature it has.
3. If a notice or document in electronic form is authenticated by a person as agent, it is to be regarded as authenticated by that person under the written authority of that person's principal.
4. The giving of any notification and/or document (including any notice or a copy of a document) may be carried out as follows.
 - a) By delivering it to the person; or,
 - b) by leaving it at, or posting it to:
 - (i) the person's last known residence or place of business; or,
 - (ii) any place specified by the person as a place where a person may be given notifications or documents; or
 - (iii) the dwelling under this occupation contract (if the notification or document is given to a person in that person's capacity as a contract-holder); or,
 - c) sending it to a person in electronic form so long as:
 - (i) the person has indicated a willingness to receive the notification or document electronically;
 - (ii) the text is received by the person in legible form; and
 - (iii) the text is capable of being used for subsequent reference.

⁷ Prescribed by the Welsh Ministers.

5. Where a notification or document is left in any of the places mentioned in paragraph 4 above, it is to be treated as having been given at the time at which it was left at that place.
6. Any notification or document may be given to a body corporate by being given to the secretary or clerk of that body.

ANNEX C: Unincorporated fundamental and supplementary terms

The following supplementary terms from the Renting Homes (Supplementary Provisions) (Wales) Regulations 2022 (SI 2022/23) have not been incorporated:

Term Not Incorporated	Statutory Reference
(2) The contract-holder must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1).	Regulation 6(2)

The following supplementary terms from the same Regulations have been modified from the statutory wording by agreement between you and us. The original wording is shown in normal text while modifications are shown in struck through and/or underlined text.

Relevant term of this contract	Modification	Statutory Reference
4.28	Subject to obtaining our prior consent in writing, you may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than before. (S)	Regulation 30(1)
5.17	For the purposes of term 5.16, "alteration" includes — a) any addition to or alteration of the fixtures and fittings in the dwelling, b) the erection of an aerial or satellite dish, c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling,	Regulation 29(2)

	d) and e) decorating the interior or exterior of the dwelling. (S)	
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