Wingetts
AUCTIONEERS · ESTATE AGENTS · COMMERCIAL AGENTS · RESIDENTIAL LETTING & MANAGEMENT AGENTS
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| 1 | I<br>FT & PT | |
| 1.1 | I<br>FT & PT | u will be asked to<br>red to provide as<br>en the landlord is<br>to be a contract<br>as been signed by |
| 2 | I<br>FT & PT | **THE DWELLING** |
| 2.1 | K<br>FT & PT | This contract relates to the dwelling known as <<PADD1>>, <<PADD2>>, <<PADD3>>, <<PPSTCD>><br><br>Unique property reference number: <<TYCODE>><br><br>and includes the fixtures, fittings, furniture and effects and more particularly specified in any inventory provided to the contract-holder, and all garden and grounds. It shall include where necessary the right to use, in common with others, any shared rights of access, stairways, communal parts, paths and drives serving the building. |
| 2.2 | A<br>FT & PT | This contract is made the day of 20 |
| 3 | I<br>FT & PT | **THE PARTIES** |
| 3.1 | A<br>FT & PT | **The landlord**<br>Name: <<LNAME>><br>Contact address: <<LADD1>><br><<LADD2>><br><<LADD3>> <<LPSTCD>><br><br>Contact phone number: <<LTELMOBL>><br>Contact email address: <<LE-MAIL>><br><br>Rent Smart Wales registration number: <<LPASSWORD>><br><br>Rent Smart Wales licence number (if applicable):<br><br>The “landlord” shall include the landlord’s successors in title and assigns. This is the person who would be entitled to possession of the dwelling if the contract-holder was not in possession and could be the current landlord or someone purchasing or inheriting the dwelling. |
| 3.2 | A<br>FT & PT | **The contract-holder**<br><br>Name: <<TYAGNAME>><br>**Current**<br>Contact address: <<TADD1>><br><<TADD2>><br><<TADD3>> <<TPSTCD>><br><br>Contact phone number: <<TYTELMOBL>><br>Contact email address: <<TYE-MAIL>><br><br>**Post contract**<br>Contact address: <<TPTADD1>><br><<TPTADD2>><br><<TPTADD3>> <<TPTPSTCD>><br><br>Contact phone number: <<TYTELMOBL>> |



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| 3.3 | A<br>FT & PT | This contract is between:<br>the landlord<br>and<br>the contract-holder<br>Details of both are above. |
| 3.4 | A<br>FT & PT | **The landlord's agent**<br>The "landlord's agent" shall mean<br>Name: Wingetts<br>Contact address: 29 Holt Street<br>Wrexham<br>LL13 8DH<br>Contact phone number: 01978.353553<br>Contact email address: lettings@wingetts.co.uk<br>Rent Smart Wales licence number: #LR-75019-72552<br>Or such other agents as the landlord may from time to time appoint.<br>The contract-holder can contact the landlord's agent by post, telephone and email.<br>Where this contract grants "the landlord" a right, for example a right of access to the dwelling, this will include the right for an agent of the landlord to do that on behalf of the landlord, regardless of the specific word used. Therefore, in these cases, the word "landlord" should be read to mean "landlord or landlord's agent". This is considered to be an editorial change that does not change the substantive meaning of the clause. |
| 3.5 | A<br>FT & PT | **The principal contact**<br>Where in this contract it refers to something as being in respect of the "principal contact" it will mean the landlord <<LNAME>><br>All correspondence should be sent to the principal contact, including where the contract-holder wishes to serve notice, for example notice to end the contract, using the most recent contact details. Please note that the Notices clause below includes specific rules about the service of notices and other documents.<br>The contract-holder can contact the principal contact by post, telephone and email. |
| 3.6 | A<br>FT & PT | **Permitted occupiers - if applicable**<br>In addition to the contract-holder listed above, the only people allowed to live in the dwelling are ~ but they do not have the same rights or obligations of the contract-holder and are only permitted to reside in the dwelling with the permission of the contract-holder. |
| 3.7 | A<br>FT & PT | **Any person who paid the deposit on behalf of the contract-holder**<br>For this contract, the deposit was paid by the contract-holder <<TYAGNAME>>.<br>For this contract, the deposit was paid by:<br>Name:<br>Address:<br>Phone number:<br>Email address: |
| 3.8 | A<br>FT & PT | **The guarantor – if applicable**<br>Name: <<GNAME>><br>Contact address: <<GADD1>><br><<GADD2>><br><<GADD3>> <<GPSTCD>><br>Contact phone number: <<GTELMOBL>><br>Contact email address: <<GE-MAIL>> |
| 3.9 | A<br>FT & PT | Where the party consists of more than one entity or person, the obligations apply to and are enforceable against them jointly and severally. Joint and several liability means that any one of the members of a party can be held responsible for the full obligations under the agreement if the other members do not fulfil their obligations. |
| 3.10 | A<br>FT & PT | The parties listed above understand that the landlord or the landlord's agent may provide their name, address and other details to third parties including, but not limited to, the landlord, the contract-holder, contractors, referencing companies, utility providers, the local authority and any appropriate deposit scheme. |

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| 4 | I<br>FT & PT | **INDEX** |
| 4.1 | I<br>FT & PT | **The dwelling**<br><br>**The parties**<br><br>**Index**<br><br>**Key matters**<br><br>**The deposit**<br><br>**Signatures**<br><br>**Rent and other charges**<br><br>**Control and use of the dwelling**<br><br>**Care of the dwelling**<br><br>**Notices and end of contract**<br><br>**Landlord obligations**<br><br>**Guarantor**<br><br>**Important explanatory information**<br><br>**Supplementary terms**<br><br>**Fundamental terms**<br><br>**Schedule 1, security deposit required information** |
| 5 | I<br>FT & PT | **KEY MATTERS** |
| 5.1 | K<br>FT & PT | Unless it is otherwise brought to an end, this contract gives the contract-holder a right to occupy the dwelling as set out below**.** Throughout this contract, key matters are indicated by a **K** in the column to the left and may be in this section or elsewhere. |
| 5.2 | I<br>FT | **The occupation date for the fixed term standard contract** |
| 5.2.1 | K<br>FT | The occupation date (when the contract-holder can begin to occupy the dwelling) for the fixed term contract is: <<TYSTART>><br><br>The fixed term standard contract will end on the <<TYRENEW>> |
| 5.3 | I<br>PT | **The occupation date for the periodic standard contract made under section 184(6)** |
| 5.3.1 | K<br>PT | The occupation date (when the contract-holder can begin to occupy the dwelling) for the periodic contract is the day after the fixed term standard contract ends as set out above. |
| 5.4 | I<br>FT & PT | **The rent** |
| 5.4.1 | K<br>FT & PT | The initial rent is £<<TYRENT>> per month, payable in advance. |
| 5.5 | I<br>FT & PT | **Rental periods** |
| 5.5.1 | K<br>FT & PT | The rental periods for these occupation contracts will be monthly.<br>The rent will be due on the <<TYRENTDAY>> |
| 5.6 | I<br>FT & PT | **Nature of contract** |

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| 5.6.1 | K<br>FT & PT | This document creates two standard contracts. Firstly a fixed term standard contract commencing on the fixed term occupation date and until the date specified above that the fixed term contract ends. It also creates a standard periodic contract under section 184(6) that will commence immediately the fixed term contract ends, if it ends on the last day of the fixed term, without the contract-holder opting to exercise their right not to commence the second periodic occupation contract (see next statement), and provided that the landlord has not served notice under section 159, 161 or 188. |
| 5.6.2 | A<br>FT & PT | (1) If the contract-holder does not wish the periodic standard contract to start from immediately after the fixed term ends, the contract-holder may withdraw from the periodic contract before it starts by:<br>(a) all contract-holders giving the principal contact at least one calendar month's notice, in writing, at least one month before the last day of the fixed term; and<br>(b) giving up vacant possession to the principal contact on the last day of the fixed term.<br>(2) Otherwise, the agreed periodic standard contract will start from the expiry of the fixed term, subject to the previous statement. |
| 6 | I<br>FT & PT | **THE DEPOSIT** |
| 6.1 | A<br>FT & PT | The deposit is £<<TYDEPFULL>><br><br>**Information about the deposit**<br>• The deposit will be paid on or before the occupation date of the fixed term contract. This term of the contract does not mean that all or part of the deposit has been paid nor does it constitute a receipt for any payment.<br>• The deposit has been taken for the purposes set out in the terms of this contract.<br>• For more information about the deposit, see below and Schedule 1. |
| 6.2 | A<br>FT & PT | The deposit has been taken, and is held as security, for the performance of the obligations under this contract and to compensate the landlord for any breach of those obligations including:<br>• Any damage, or compensation for damage to the dwelling, its fixtures and fittings or for missing items for which the contract-holder may be liable, subject to an allowance for fair wear and tear, the age and condition of each and any such item at the original occupation date, or any insured risks and repairs that are the responsibility of the landlord.<br>• The actual costs, reasonably incurred, incurred in compensating the landlord for, or for rectifying or remedying, any breach by the contract-holder of the obligations in this contract, including those relating to the cleaning of the dwelling where needed.<br>• Any rent or other money due or payable by the contract-holder under the occupation contract, which has been notified to the contract-holder and which remains unpaid after the end of the occupation contract.<br>• The deposit may also be used for (but is not limited to) any breach or failure to comply with obligations in this contract, removal and/or storage of items, costs or losses in relation to serving notices and possession proceedings through the court (whether or not due to the contract-holder's fault) or any costs or losses associated with recovering the deposit from the authorised deposit scheme. For the avoidance of doubt, costs or losses include the landlord's or agent's time and may also include potential or future rent, subject only to any limit imposed by a court or the Renting Homes (Fees etc.) (Wales) Act 2019. |
| 6.3 | A<br>FT & PT | The deposit will be refunded subject to the deposit scheme rules, less any deductions, once the following have been completed:<br>• the contract has ended and vacant possession of the dwelling has been returned to the principal contact,<br>• all keys, security devices and parking permits have been returned and<br>• the contract-holder and the landlord have confirmed acceptance of any deposit deductions.<br>In the event that the total amount lawfully owed to the landlord exceeds the amount of the deposit, the contract-holder will reimburse the principal contact the additional amount due, within 14 days of the request being made. |
| 6.4 | A<br>FT & PT | The deposit is not transferable by the contract-holder in any way. |
| 6.5 | A<br>FT & PT | The deposit will be protected by a government approved scheme as stated in Schedule 1 in accordance with the relevant scheme terms and conditions. The terms and conditions and alternative dispute resolution rules governing the protection of the deposit, including the repayment process, are provided and can also be found online as described in Schedule 1. |
| 6.6 | A<br>FT & PT | The deposit will be refunded (without interest and subject to any reasonable deductions made under this contract) to anyone who is a joint contract-holder under this contract, and this will be considered a full and final refund. It will then be up to the joint contract-holders to decide how it will be divided amongst themselves. |

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| 7 | I<br>FT & PT | **SIGNATURES** |
| 7.1 | A<br>FT & PT | Please sign below as evidence of your agreement to these two contracts. |
| 7.2 | A<br>FT & PT | The contract-holder signs this document to show agreement to the terms of the contract and to confirm acceptance of the terms within it and in accordance with Statutory Instrument 2022 No. 250 Regulation 3(1)(g)(vii)(bb), the contract-holder confirms that the information provided for the security deposit required information is accurate to the best of their knowledge and belief.<br><br>Contract-holder<br><br>Name<br><br>Signature<br><br>Date |
| 7.3 | A<br>FT & PT | This agreement is signed by, or on behalf of, the landlord to show agreement to the contract and to certify that the landlord or the landlord's agent sign this required information in accordance with Statutory Instrument 2022 No. 250 regulation 3(1)(g)(vii) to confirm that the information provided about the security deposit required information is accurate to the best of their knowledge and belief; and that the contract-holder has had the opportunity to sign this document containing the required information provided by the landlord, by way of confirmation that the information is accurate to the best of the contract-holder's knowledge and belief.<br><br>Landlord<br><br>Name<br><br>Signature<br><br>Date |
| 7.4 | A<br>FT & PT | Any person who paid the deposit on behalf of the contract-holder (only if applicable, see above)<br><br>Name<br><br>Signature<br><br>Date |
| 7.5 | A<br>FT & PT | Guarantor (only if applicable, see above)<br><br>Name<br><br>Signature<br><br>Date |
| 8 | I<br>FT & PT | **ADDITIONAL CLAUSES** |
| 9 | I<br>FT & PT | **RENT AND OTHER CHARGES** |
| 9.1 | A<br>FT & PT | The first payment of £<<TYRENT>> payable prior to the date of taking possession. This may be a full month's rent or a pro rata amount to align the future rent due dates. |
| 9.2 | A<br>FT & PT | The rent shall be paid on the due date, clear of unreasonable or unlawful deductions, to the principal contact, by banker's standing order or such other method as is agreed. |
| 9.3 | A<br>FT & PT | Rental payments overdue by more than seven days will be subject to interest at the rate of 3% over the Bank of England base rate, calculated from the date the payment was due, up until the date payment is received. |
| 9.4 | A<br>FT & PT | Any person paying the rent, or any part of it, for the dwelling during these contracts shall be deemed to have paid it as agent, for and on behalf of the contract-holder, which the principal contact shall be entitled to assume without enquiry. |
| 9.5 | A<br>FT & PT | It is agreed that if the principal contact accepts money after one of the conditions which may lead to a claim for possession by the landlord, acceptance of the money will not create a new contract and the landlord will still, within the restrictions of the law, be able to pursue the claim for possession. |

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| 9.6 | A<br>FT | The principal contact may not vary the rent during the fixed term of this contract. |
| 9.7 | A<br>PT | The principal contact may vary the rent during the periodic term of this contract by following the process in section 123 of the act, as per the fundamental term below. |
| 9.8 | A<br>FT & PT | **The contract-holder will also pay:** |
| 9.8.1 | A<br>FT & PT | a fair proportion of all charges, based on the length of their occupation of the dwelling, including water and sewerage charges, rates and assessments (but of an annual or recurring nature only) and for all gas, electricity, oil or solid fuel consumed on the dwelling (including all fixed and standing charges, and including any Green Deal costs) and all charges for the telephone and broadband charges during this contract. If the landlord is held responsible for the payment of any of these bills, the contract-holder agrees to refund to the principal contact the amount covering these bills. |
| 9.8.2 | A<br>FT & PT | for the reconnection of water, gas, electricity or telephone if the disconnection results from any act or omission of the contract-holder or their agents. The landlord is not responsible for any connection charges for services such as gas, electricity, water, telephone or broadband if the services are not currently connected. |
| 9.8.3 | A<br>FT & PT | the council tax, or any replacement taxation (even of a novel nature), in respect of the dwelling for the term of this contract, unless and until the contract-holder's right of occupancy is lawfully terminated. |
| 9.8.4 | A<br>FT & PT | the actual costs, reasonably incurred, of changing, adding or removing any lock or replacing any keys or security devices arising if it is the contract-holder's fault, or the fault of an invitee of the contract-holder, that such action is required. |
| 9.8.5 | A<br>FT & PT | final accounts to the relevant authorities on possession being returned to the landlord. |
| 9.8.6 | A<br>FT & PT | damages to the principal contact for breaches of any of the conditions of this agreement where the contract-holder is responsible for that breach, subject to any statutory limitations. Damages should simply put the aggrieved party in the same position as they would have been had the contract not been breached. |
| 9.8.7 | A<br>FT & PT | the costs for any television licence needed for the dwelling. |
| 10 | I<br>FT & PT | **CONTROL AND USE OF THE DWELLING** |
| 10.1 | A<br>FT & PT | 1) The contract-holder must permit the principal contact or others, after giving 24 hours' written notice and at reasonable hours of the daytime, to enter the dwelling:<br>• to view the state and condition and to execute repairs and other works upon the dwelling or other properties, or<br>• to show prospective purchasers the dwelling at all times during the contract and to erect a board to indicate that the dwelling is for sale, or<br>• to show prospective contract-holders or tenants the dwelling, during the last month of the contract and to erect a board to indicate that the dwelling is to let.<br>• to take photographs for use in promoting the dwelling for sale or rental, or as evidence of damage or breach of this contract.<br>The contract-holder will ensure that the electricity and gas is kept on, the dwelling is kept in a tidy and presentable condition and the dwelling is kept warm during viewing periods.<br>2) On being given at least 24 hours' notice, the contract-holder must allow the principal contact, or others, access for any other reasonable purpose for the general management of the building or dwelling including (but not limited to): surveyors, energy assessors and contractors.<br>3) The contract-holder must afford all reasonable facilities for executing any works or repairs which the landlord is entitled to execute.<br>4) Any breach of any part of paragraph (1), (2) or (3) of this term may result in the contract-holder being liable for any costs or losses (including potential costs or losses) as a result of the breach. Those costs or losses include (but are not limited to) potential rent loss and contractor call-out fees which the landlord may not otherwise have been liable for, as evidenced by an invoice or receipt. |
| 10.2 | A<br>FT & PT | Where a valid written notice of the need to enter to view the state and condition of the dwelling or to effect works (except in case of emergency when access shall be immediate) has been served, the contract-holder agrees to the use of management keys to gain access if the contract-holder is unable to grant access. |
| 10.3 | A<br>FT & PT | The contract-holder must not permit any visitor to stay in the dwelling for a period of more than three weeks within any three-month period without consent. |

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| 10.4 | A<br>FT & PT | The contract-holder must use the dwelling as a private dwelling only and occupy the dwelling as the contract-holder's only or principal home. |
| 10.5 | A<br>FT & PT | The contract-holder must not smoke (including vaping and shisha pipes) within the dwelling or any building within which the dwelling is situated, nor permit friends, other occupiers or visitors to do the same. |
| 10.6 | A<br>FT & PT | Not use, or suffer the dwelling to be used, for any illegal or immoral purpose (note, unauthorised taking or possession of controlled drugs is considered to be illegal for the purpose of this clause). |
| 10.7 | A<br>FT & PT | The contract-holder must not add, or permit to be added, any aerial, antenna or satellite dish to the building without consent. |
| 10.8 | A<br>FT & PT | The contract-holder must comply with the control measures contained within the Legionella Risk Assessment given at the commencement of the original contract and notify the principal contact promptly if such control measures cannot be adhered to. |
| 10.9 | A<br>FT & PT | The contract-holder must perform and observe all valid obligations of any head-lease or covenant on the dwelling, a copy of which has been provided to the contract-holder, save for those relating to the payment of rent or service charges and to refund to the principal contact all actual costs, reasonably incurred, resulting from all claims, damages, costs, charges and expenses whatsoever in relation to any breach of these obligations. |
| 10.10 | A<br>FT & PT | The contract-holder must not keep, or permit to be kept, any vehicle that is not validly licensed for use on the highway, any commercial vehicle, boat, caravan, trailer, hut or shed on the dwelling, including outside areas without consent. |
| 10.11 | A<br>FT & PT | The contract-holder must not make additional keys for the locks without consent. All keys, access devices, remote controls and parking permits are to be returned when possession of the dwelling is returned to the principal contact. |
| 10.12 | A<br>FT & PT | The contract-holder must, except in the event of an emergency, when going outside the dwelling take the keys or other access devices to regain access. |
| 10.13 | A<br>FT & PT | The contract-holder must ensure that the dwelling is kept secure at all times, locking doors and windows ~and activating burglar alarms as appropriate. |
| 10.14 | A<br>FT & PT | The contract-holder must ensure that the keys or other access devices are not kept or transported in such a way so that the address of the dwelling can be identified if the keys or other access devices are lost or stolen. |
| 10.15 | A<br>FT & PT | The contract-holder must not:<br>• keep, use or permit to be used on the dwelling any portable fuel burning appliance including gas heaters, oil stoves and paraffin heaters, except as provided by the landlord.<br>• keep, use or permit to be used on the dwelling any other appliance against the terms of the insurance of the dwelling.<br>• leave any lit candles or bonfires unattended. |
| 10.16 | A<br>FT & PT | The contract-holder must not do anything, or allow anything to remain on the dwelling, or in any areas used in common with others, that may reasonably be considered to be or likely to become or cause a nuisance, annoyance, disturbance or inconvenience to the landlord, other contract-holders, the owners or occupiers of neighbouring property or others with a lawful activity in the locality. |
| 10.17 | A<br>FT & PT | The contract-holder must not allow the playing of excessively loud music at the dwelling and further will not make or permit any noise or play any radio, television or other equipment in or about the dwelling between the hours of 10pm and 7am so as to be an audible nuisance outside of the dwelling. |
| 10.18 | A<br>FT & PT | The contract-holder must not permit or suffer to be done on the dwelling anything that may constitute negligence, misuse or failure to act reasonably by the contract-holder or any of their visitors or friends which may render the landlord's insurance of the dwelling void or voidable (i.e., no longer providing cover), or which results in an insurance claim or increases the rate of premium for such insurance. |
| 10.19 | A<br>FT & PT | The contract-holder has the use of all appliances provided in the dwelling, and listed in the inventory (if there is one) save those which are noted as not working. However, should any items require repair, or be beyond repair, the landlord does not undertake to arrange a repair, to pay for any costs of repair or to replace the appliance, except those which the landlord is required by law to maintain. |
| 10.20 | A<br>FT & PT | The dwelling is ~not let as a house in multiple occupation within the meaning of the Housing Act 2004. The dwelling does ~not require a licence to be able to be let lawfully. The contract-holder agrees not to use the dwelling in any way that changes either of these facts. |
| 10.21 | A<br>FT & PT | ~~~The licence for this dwelling allows a maximum of ~ individuals from ~ separate families. The contract-holder agrees to do nothing that would breach these requirements~~~. |
| 10.22 | A<br>FT & PT | ~The loft is not considered safe for the contract-holder to access or use as storage. The contract-holder could be injured by falling off the ladder or through the ceiling or on cables, pipes and other hazards in the loft. It is for insulation and services such as electrical cables and water tanks. Therefore the contract-holder agrees not to access the loft space at the dwelling or use it for |

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| | | storage or any other purpose. |
| 10.23 | A<br>FT & PT | ~The contract-holder must not cause obstruction in any common areas of any building of which the dwelling forms a part. The principal contact reserves the right to remove or have removed any such obstruction and, at their discretion, to charge the actual costs, reasonably incurred, payable on demand, to the contract-holder for so doing, as evidenced by an invoice or receipt. |
| 10.24 | A<br>FT & PT | ~The contract-holder must not keep any pet, animal, bird, reptile, fish, insect or the like in the dwelling, without consent. If consent is, given it may be withdrawn by the landlord at any time on reasonable notice and, in addition to any specific conditions the landlord may impose in a particular instance, will be subject to the general condition that the contract-holder will take proper care of the pet, not permit the pet to damage the dwelling and not permit it to be a nuisance or annoyance to the landlord or anyone else undertaking a lawful activity in the locality. |
| 10.25 | A<br>FT & PT | ~If pets have been kept at the dwelling, the contract-holder must ensure that the dwelling is free from fleas and that any gardens are clear of all pet faeces, which must be disposed of in an appropriate manner, and under no circumstances is to be left in any waste bin or similar container within the dwelling. |
| 10.26 | A<br>FT & PT | ~~Not allow any children to live in the dwelling without consent.~~ |
| 11 | I<br>FT & PT | **CARE OF THE DWELLING** |
| 11.1 | A<br>FT & PT | **The contract-holder must:** |
| 11.1.1 | A<br>FT & PT | keep the dwelling, including all of the landlord's machinery and equipment, clean and tidy and in good condition and decorative order, (reasonable wear and tear, items which the landlord is responsible to maintain, and damage for which the landlord has agreed to insure, excepted). |
| 11.1.2 | A<br>FT & PT | undertake promptly any repairs for which the contract-holder is liable following any notice being served by the principal contact and if the contract-holder does not carry out the repairs the principal contact may, after correct written notice, enter the dwelling, with or without others, to effect those repairs and the contract-holder will pay on demand the actual costs, reasonably incurred, involved, as evidenced by an invoice or receipt. |
| 11.1.3 | A<br>FT & PT | not remove any of the landlord's possessions from the dwelling or store them in any cellar or outside the main dwelling. |
| 11.1.4 | A<br>FT & PT | not exhibit any promotional poster or notice to be visible from outside the dwelling without consent. |
| 11.1.5 | A<br>FT & PT | not affix any notice, sign, poster or other thing to the internal or external surfaces of the dwelling in such a way as to cause any damage. |
| 11.1.6 | A<br>FT & PT | keep the general external appearance looking clean, tidy and respectable including keeping curtains or blinds clean and properly hung or fitted. |
| 11.1.7 | A<br>FT & PT | ensure any fans in the dwelling are kept clean and are not disabled. |
| 11.1.8 | A<br>FT & PT | not make, or permit, any changes to the electrical installation, for example by changing light fittings, switches or adding sockets. Any changes made in breach of this clause may compromise electrical safety and may require an electrical check and / or remedial works, the actual cost,, reasonably incurred, the contract-holder may be liable for, as evidenced by an invoice or receipt. |
| 11.1.9 | A<br>FT & PT | not keep motorcycles or other similar machinery including a waterbed or hot tub inside the dwelling, and only in any outside area or garage. |
| 11.1.10 | A<br>FT & PT | not prop open any fire doors in the dwelling, except by any built-in system that closes them in the event of a fire, and not disable or interfere with any self-closing mechanism. |
| 11.1.11 | A<br>FT & PT | keep any garden and grounds properly cultivated according to the season and free from weeds, in a neat and tidy condition with the lawns regularly mown and edged, and shrubs and trees pruned, but not alter the character or layout of the garden or grounds without consent. |
| 11.1.12 | A<br>FT & PT | not make any alteration or addition to the dwelling or to change the decorations without consent. |
| 11.1.13 | A<br>FT & PT | replace all broken glass promptly with the same quality glass, subject to any statutory minimum, where the contract-holder, any permitted occupier or any person visiting the dwelling was responsible for the breakage. |
| 11.1.14 | A<br>FT & PT | dispose of all recycling, rubbish and waste in a proper manner and according to local authority requirements. This includes (but is not limited to) ensuring the correct bags or containers are used as approved by the local authority and left neat and tidy whilst awaiting collection and ensuring any bins are brought back off the highway after collection. |
| 11.1.15 | A<br>FT & PT | not put rubbish anywhere other than in the areas or bins provided. |
| 11.1.16 | A<br>FT & PT | if there is more rubbish/recycling than the local authority will collect, or rubbish/recycling which is too large for street collection, promptly make appropriate arrangements for the lawful removal and disposal of all rubbish or recycling. |

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| 11.1.17 | A<br>FT & PT | not do any cutting or chopping directly on the work surfaces in the kitchen or mark the work surfaces in any way, but to always use a chopping board for that purpose. |
| 11.1.18 | A<br>FT & PT | not cause damage to the dwelling by the inappropriate drying of clothes or other articles, for example over radiators or doors which can lead to condensation and damage surfaces. |
| 11.1.19 | A<br>FT & PT | not to cause damage to surfaces or finishes by hanging coat hangers or similar, for example over radiators, doors, or door and window furniture. |
| 11.1.20 | A<br>FT & PT | ensure the oven door is shut when using the grill, where an oven grill is designed to be used with the door shut. Failure can cause damage to surrounding cupboards and the oven itself. The principal contact reserves the right to repair, at the contract-holder's expense, any doors, units, drawer fronts or the oven itself, where the finish has been so damaged. |
| 11.1.21 | A<br>FT & PT | not use toasters and kettles directly underneath kitchen wall units. Such use can cause damage to surrounding cupboards. The principal contact reserves the right to repair, at the contract-holder's expense, any units, doors or drawer fronts where the finish has been damaged. |
| 11.1.22 | A<br>FT & PT | take all reasonable and practical steps to keep the dwelling free from infestation by vermin. Should an infestation occur during the contract, the contract-holder must arrange and pay for pest control unless such infestation occurs as a failure of the landlord to comply with their repairing obligations. |
| 11.1.23 | A<br>FT & PT | in the event of the dwelling being left unoccupied, comply with any requirements in respect of an unoccupied dwelling contained within the landlord's insurance policy, provided the contract-holder has been given prior notice of those requirements. |
| 11.1.24 | A<br>FT & PT | test all smoke and carbon monoxide alarms on a monthly basis and to clean the alarms on a three-monthly basis, using the soft brush of a vacuum cleaner. The contract-holder agrees to notify the principal contact as soon as reasonably practical of any issues. |
| 11.1.25 | A<br>FT & PT | not alter the operation of, or disable, the smoke or carbon monoxide alarms. |
| 11.1.26 | A<br>FT & PT | keep the dwelling, at all times, sufficiently well aired and warmed to avoid build-up of condensation and prevent mildew growth and to protect it from freezing weather. The contract-holder is responsible for using a suitable cleaning product to regularly clean off and kill any mould spores or mildew which may appear in the dwelling to prevent their spread. The contract-holder agrees to pay attention in particular, but not exclusively, to the insides of cupboards and behind furniture and to ensure any problem is kept under control. Where there is excessive growth, this should be reported immediately to the principal contact. |
| 11.1.27 | A<br>FT & PT | not block ventilators or extractors and not inappropriately turn off isolator switches provided in the dwelling. |
| 11.1.28 | A<br>FT & PT | use the dwelling in the manner a responsible and conscientious contract-holder would, doing the little jobs about the dwelling which a reasonable contract-holder would do (and which are not the landlord's obligation to repair) including (but not limited to)-<br>(a) replacing lightbulbs<br>(b) reset a tripped electrical circuit breaker<br>(c) replace batteries in any items<br>(d) unstop a sink or toilet when it is blocked by the contract-holder's waste. |
| 11.1.29 | A<br>FT & PT | ensure the windows of the dwelling are cleaned in a safe manner as often as necessary and in the last two weeks before vacating the dwelling. |
| 11.1.30 | A<br>FT & PT | not arrange contractors for repairs for which the landlord is liable without consent, unless acting reasonably to effect emergency repairs. |
| 11.1.31 | A<br>FT & PT | not cause or unreasonably permit any blockage to the drains and pipes, gutters and channels in or about the dwelling. Common causes of blockages for which the contract-holder would be responsible would include, but are not limited to, putting fat down the sink, failure to remove hair from plugholes and flushing inappropriate things (such as nappies, wet wipes (including "flushable" wet wipes) or sanitary products) down the toilet. |
| 11.1.32 | A<br>FT & PT | not cause an avoidable call-out by a contractor (for example drains blocked by the contract-holder's waste or boiler repair claims caused by not having any credit on a utility meter, or inappropriate or unauthorised use of any appliances). |
| 11.1.33 | A<br>FT & PT | report to the principal contact any brown or sooty build up around combustion appliances or any suspected faults with the appliances. |
| 11.1.34 | A<br>FT & PT | ~not use any gas appliance that has been declared unsafe by a statutorily approved contractor, or disconnected from the supply. |
| 11.1.35 | A<br>FT & PT | ~if the dwelling contains a burglar alarm, (a) not change the burglar alarm codes without consent; and (b) activate the alarm when the dwelling is not occupied (c) regularly check that the burglar alarm is working. |
| 11.1.36 | A<br>FT & PT | ~if the dwelling has oil-fired central heating, keep the oil tank replenished with the appropriate heating oil to prevent it from running out and at the end of the contract must leave an amount of the appropriate heating oil in the oil tank equal to the amount found at the original occupation date. |

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| 12 | I<br>FT & PT | **OTHER CLAUSES** |
| 12.1 | A<br>FT & PT | The contract-holder agrees not to provide any cheque or other payment the bank then fails to honour. |
| 12.2 | A<br>FT & PT | The contract-holder agrees to attend any confirmed appointments. |
| 12.3 | A<br>FT & PT | Notwithstanding any obligation in this contract on the contract-holder to obtain consent, the following consents have already been granted (subject to any conditions contained in the consent):<br>1) None~ |
| 12.4 | I<br>FT & PT | **Insurance** |
| 12.4.1 | A<br>FT & PT | The contract-holder will be responsible for taking out any insurance the contract-holder requires for their own possessions. |
| 12.4.2 | A<br>FT & PT | The landlord does not provide any insurance cover for the contract-holder's possessions. |
| 12.4.3 | A<br>FT & PT | Where reasonable to do so, the contract-holder will co-operate in the making of any claim under the landlord's insurance. |
| 12.5 | I<br>FT & PT | **Rights of third parties** |
| 12.5.1 | A<br>FT & PT | The parties intend that no clause of this agreement may be enforced by any third party, other than the landlord's agent, pursuant to the Contracts (Rights of Third Parties) Act 1999. |
| 13 | I<br>FT & PT | **NOTICES AND END OF CONTRACT** |
| 13.1 | I<br>FT & PT | **Notices** |
| 13.1.1 | A<br>FT & PT | Any notice given by or on behalf of the landlord or any other document to be served on the contract-holder shall be deemed to have been served on the contract-holder if it is:<br>• left at the dwelling during the contract, or the last known address of the contract-holder at any time, or<br>• sent by ordinary post in a prepaid letter, properly addressed to the contract-holder by name at the dwelling during the contract, or the last known address of the contract-holder at any time, or<br>• sent by recorded delivery in a prepaid letter, properly addressed to the contract-holder by name at the dwelling during the contract, or the last known address of the contract-holder at any time, or<br>• personally served on the contract-holder or one of the joint contract-holders, or<br>• ~supplied via the current contact email address for the contract-holder, during the contract, or the post contract contact email address after the contract.<br>Any notice given by the contract-holder or any other document to be served on the principal contact shall be deemed to have been served if it is:<br>• left at the last notified address for the principal contact, or<br>• sent by ordinary post in a prepaid letter, properly addressed to the principal contact at the last notified address for the principal contact, or<br>• sent by recorded delivery in a prepaid letter, properly addressed to the principal contact at the last notified address for the principal contact, or<br>• personally served on the principal contact, or<br>• ~supplied via the last notified email address for the principal contact.<br>If any notice or other document is served in person or left at a physical address, service shall be deemed to have been on the day it was left.<br>If any notice or other document is sent by post, it shall be deemed to have been served 48 hours after it was posted.<br>~If any notice or other document is served by electronic means, the notice shall be deemed to have been served on the day it was sent.<br>~An email used in relation to email service shall be deemed served even if delivered to a junk, spam or other similar folder of the recipient's email account or internet service provider.<br>Any reference to an address or email address will be a reference to the last notified details. |
| 13.1.2 | A<br>FT & PT | The contract-holder agrees to notify the principal contact of any convictions during the term of this contract so that the landlord can appropriately notify the insurance company. |
| 13.1.3 | A<br>FT & PT | The contract-holder must notify the principal contact promptly of any wet rot, dry rot or infestation by wood boring insects. |
| 13.1.4 | A<br>FT & PT | The contract-holder must promptly notify the principal contact, in writing and to the details given for the principal contact, when the contract-holder becomes aware of: |

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| | | • any defect, damage or want of repair in the dwelling including any shared rights of access, stairways, communal parts, paths and drives, other than such as the contract-holder is liable to repair under this contract,<br>• any situation in the dwelling which may cause the dwelling not to be fit for human habitation,<br>• any loss, damage or occurrence which may give rise to a claim under the landlord's insurance. |
| 13.1.5 | A<br>FT & PT | The contract-holder must promptly notify the principal contact if the dwelling becomes the subject of proceedings under the Matrimonial Causes Act 1973 or the Family Law Act 1996 and supply particulars of such proceedings to the principal contact on demand. |
| 13.2 | I<br>FT & PT | **End of contract** |
| 13.3 | A<br>FT & PT | **The contract-holder must:** |
| 13.3.1 | A<br>FT & PT | return possession of the dwelling in the same good clean state and condition as it was provided under the original agreement, even if this was under a different agreement from the contract under which the dwelling is being returned, and make good, pay for the repair of, or replace all such items of the fixtures, fittings, furniture and effects as shall be broken, lost, damaged or destroyed (reasonable wear and tear and damage for which the landlord has agreed to insure excepted). |
| 13.3.2 | A<br>FT & PT | return all the linen and blankets, bedding, carpets and curtains which have been soiled during the contract in the same condition as at the original occupation date (fair wear and tear excepted). |
| 13.3.3 | A<br>FT & PT | leave the oven in the same state of cleanliness as it was at the original occupation date, as evidenced in any inventory. |
| 13.3.4 | A<br>FT & PT | leave the fixtures, fittings, furniture and effects at the end of the contract in the rooms and places in which they were at the original occupation date. |
| 13.3.5 | A<br>FT & PT | remove all rubbish and recycling from the dwelling before returning the dwelling to the landlord. |
| 13.3.6 | A<br>FT & PT | cancel their standing order or other rent payment instruction once all rent has been paid. |
| 13.4 | I<br>FT & PT | **Other:** |
| 13.4.1 | A<br>FT & PT | The landlord is not liable to compensate the contract-holder for any works the contract-holder has carried out to the dwelling, whether carried out with or without consent, unless the consent to do the works specifically included an agreement to compensate the contract-holder. |
| 13.4.2 | A<br>FT & PT | Belongings left in a dwelling when the occupation contract ends will be dealt with in accordance with these paragraphs:<br>1) Subject to paragraph 3), the landlord must safeguard the belongings for four weeks,<br>2) After expiry of the four weeks, the landlord may dispose of any remaining belongings,<br>3) Paragraphs (1) and (2) do not apply to belongings:<br>(a) which are perishable,<br>(b) where to safeguard it adequately would involve unreasonable expense or inconvenience, or<br>(c) the value of which would not, in the opinion of the landlord, exceed the amount which the landlord may deduct from the proceeds of sale of such belongings,<br>in which case the landlord may dispose of such belongings at such time and in such manner as the landlord thinks fit. |
| 13.4.3 | A<br>FT & PT | The contract-holder agrees that all improvements, alterations, fixtures and internal finishes and additional services made or installed by the contract-holder remain with the dwelling to the benefit of the landlord. This does not prevent the landlord charging for restoring the dwelling back to the condition it was at the commencement of the original occupation date, fair wear and tear excepted. |
| 14 | I<br>FT & PT | **LANDLORD OBLIGATIONS** |
| 14.1 | A<br>FT & PT | The landlord will pay the contract-holder's actual costs, reasonably incurred, and which cannot be mitigated, if the appointment to check the inventory at the end of the contract is not kept as a result of failure on the part of the landlord or the landlord's agent and another has to be scheduled. |
| 14.2 | A<br>FT & PT | The landlord agrees to provide a copy of the insurance and any freehold or head-lease conditions affecting the behaviour of the contract-holder. |
| 14.3 | A<br>FT & PT | The landlord will not be responsible for any loss or inconvenience suffered as a result of a failure of supply or service to the dwelling, supplied by a third party, where such failure is not caused by an act or omission on the part of the landlord. |
| 14.4 | A<br>FT & PT | The landlord will maintain a comprehensive insurance policy with a reputable company to cover the dwelling, and the landlord's fixtures, fittings, furniture and effects (including carpets and curtains), but not including the contract-holder's belongings or liabilities for damage. This obligation will not override the responsibility of the contract-holder to pay damages for breach of contract as claiming on insurance will increase the landlord's premiums. |
| 14.5 | A | The landlord confirms they are the sole owner of the leasehold or freehold interest in the dwelling |

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| | FT & PT | and that all necessary consents to allow the landlord to enter into this agreement (superior lessors, mortgage lenders or others) have been obtained in writing. |
| 14.6 | A<br>FT & PT | The landlord will return to the contract-holder any rent paid for any period while the dwelling is rendered uninhabitable by fire or other risk for which the landlord has agreed to insure. However, the landlord is under no obligation to rehouse the contract-holder or to pay for any alternative accommodation. If the landlord or the landlord's insurance does provide alternative accommodation, then the rent will remain payable. |
| 14.7 | A<br>FT & PT | The landlord will pay all assessments and outgoings in respect of the dwelling (except those for which responsibility is assumed by the contract-holder under this contract). |
| 15 | I<br>FT & PT | **GUARANTOR** |
| 15.1 | A<br>FT & PT | In consideration for the landlord granting the contract-holder an occupation contract of the dwelling, the guarantor agrees to pay the principal contact for any reasonable losses suffered as a result of the contract-holder failing to fulfil any of their obligations under either of these two contracts or failing to pay rent or other monies lawfully due, as evidenced by an invoice or receipt. |
| 15.2 | A<br>FT & PT | The guarantor agrees to pay, on demand and in full, any overdue rent or other monies lawfully due under these two contracts, until vacant possession is given to the principal contact, as evidenced by an invoice or receipt. |
| 15.3 | A<br>FT & PT | The guarantor agrees to make payments lawfully due under this guarantee even after the contract-holder has returned possession of the dwelling to the landlord or the occupation contract has ended, as evidenced by an invoice or receipt. |
| 16 | I<br>FT & PT | **IMPORTANT EXPLANATORY INFORMATION** |
| 16.1 | I<br>FT & PT | This is the **written statement** for the two occupation contracts made under the Renting Homes (Wales) Act 2016 as amended ("the act")(1). Any reference just to a section number will be to a section of the act. These contracts are between the 'contract-holder', and the landlord. Throughout the document it may refer to "the contract" as each is a separate agreement and only one will be current on any given day.<br>Footnote (1) 2016 anaw1. |
| 16.2 | I<br>FT & PT | The use of you, your or they indicates the contract-holder or joint contract-holders. References to the contract-holder include references to joint contract-holders as appropriate. |
| 16.3 | I<br>FT & PT | The landlord must give the contract-holder a written statement, free of charge, which may be given before the occupation date and if it is not, must be given before the end of the period of 14 days starting with the "occupation date" (the day on which the contract-holder was entitled to move in). |
| 16.4 | I<br>FT & PT | **This contract is made up of different types of terms as stated below:** |
| 16.5 | I<br>FT & PT | **Key Matters** which are-<br>• the address of the dwelling,<br>• the occupation date,<br>• the amount of rent or other consideration(1),<br>• the rental periods (i.e. the period in respect of which rent is payable (e.g. weekly or monthly)),<br>• that this agreement creates two standard occupation contracts, the first for a fixed term and the second for a periodic term. Details of each are set out in the key matters section,<br>• if there are periods during which the contract-holder is not entitled to occupy the dwelling as a home, those periods (see sections 121 and 133 of the Act).<br>Footnote (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. |
| 16.6 | I<br>FT & PT | **Fundamental Terms** which are-<br>• provisions of the act or any other enactment that the Welsh Ministers specify are fundamental terms that are automatically included as terms of an occupation contract. Some cannot be omitted or modified and must reflect the wording in the act, apart from editorial changes(1), and that others, subject to the agreement of the landlord and contract-holder, can be omitted or modified, but only if doing so improves the position of the contract-holder.<br>Footnote (1) Under section 33 of the act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way. |
| 16.7 | I<br>FT & PT | **Supplementary Terms** which are-<br>• provisions set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing the contract-holder and the landlord agree to it, these can be left out or changed, either to benefit the contract-holder or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term. |

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| 16.8 | I<br>FT & PT | **Additional Terms** which are-<br>• terms agreed by the contract-holder and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term. |
| 16.9 | I<br>FT & PT | Text omitted from a fundamental or supplementary term has been ~~struck through~~ and any new text is shown in CAPITALS. |
| 16.10 | I<br>FT & PT | If the contract-holder did not receive a copy of this written statement (including electronically if permission has been given to receive the written statement in an electronic form) within 14 days of the occupation date, the landlord may be liable to pay the contract-holder compensation equivalent to a day's rent for each day that the written statement is not provided, starting with the occupation date, up to a maximum of two months' rent (unless the landlord's failure to provide the written statement was intentional in which case, the court may determine that an increased amount per day is payable). |
| 16.11 | I<br>FT & PT | The written statement must contain the terms of the occupation contract and the explanatory information that the landlord is required to give the contract-holder. The terms set out the contract-holder's rights and responsibilities and those of the landlord (that is, the things that the contract-holder and the landlord must do or are permitted to do under the occupation contract). The contract-holder should read the terms to ensure they reflect the modifications to terms or additional terms agreed between the contract-holder and the landlord and to confirm the contract-holder fully understands and is content with them and then sign where indicated to confirm agreement, including agreement to any modifications to fundamental or supplementary terms and the additional terms included. The written statement should be kept safe as the contract-holder may need to refer to it in the future. |
| 16.12 | I<br>FT & PT | If the contract-holder has any questions about this contract, the answers may be found on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, the contract-holder may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. |
| 16.13 | I<br>FT & PT | Disputes regarding the contract and the terms of the occupation contract may ultimately be settled through the county courts. |
| 16.14 | I<br>FT & PT | If there is a problem with the dwelling, the contract-holder should first contact the principal contact, listed above, to try and resolve it. Many problems can be resolved quickly by raising them when they first arise. If the contract-holder is unable to reach an agreement with the principal contact, the contract-holder may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. |
| 16.15 | I<br>FT & PT | Any additional term, or modification to a supplementary term, that is incorporated in the occupation contract is not binding on the contract-holder if it is an unfair term under section 62 (requirement for contract terms and notices to be fair) of the Consumer Rights Act 2015(1).<br>Footnote (1) 2015 c.15. |
| 16.16 | I<br>FT & PT | During either contract, the contract-holder cannot be evicted without a court order, unless the contract-holder chooses to abandon the dwelling. |
| 16.17 | I<br>FT & PT | The contract-holder has important rights as to how the dwelling can be used, although some of these require the consent of the principal contact. |
| 16.18 | I<br>FT & PT | The contract-holder can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse, physical assault and domestic abuse (including physical, sexual, psychological, emotional or financial abuse). |
| 16.19 | I<br>FT & PT | If others live with the contract-holder, then they may have a right to succeed to the contract in certain circumstances, such as if the contract-holder dies, as stated in the Renting Homes (Wales) Act 2016. |
| 16.20 | I<br>FT & PT | The contract-holder must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985(1) provides the basis for determining the maximum number of people permitted to live in the dwelling.<br>Footnote (1) 1985 c, 68. |
| 16.21 | I<br>FT & PT | The fundamental, supplementary and additional terms of this occupation contract are set out in this contract along with information that is there to help structure and explain the clauses. The following codes next to a clause have the following meaning:<br><br>**F,** fundamental terms that cannot be left out of this contract or changed other than editorial changes |

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| | | **F+,** fundamental terms that can be left out or changed, but only if the omission or change is to the advantage of the contract-holder<br><br>**S**, supplementary terms that can be omitted or altered to the benefit of the landlord or the contract-holder, but not in such a way that they would clash with any fundamental terms<br><br>**A,** additional terms, these are terms that are simply part of the agreement and do not come specifically from the Renting Homes (Wales) Act 2016 legislation<br><br>**K**, these define what the act refers to as key matters that have to be in each contract<br><br>**I,** these paragraphs are simply there for information. Some are specified in legislation others are the titles of sections or simply for information<br><br>**FT and PT** this identifies whether a clause applies to the fixed term standard contract or the periodic standard contract or both.<br><br>As the fundamental and supplementary terms are more limited in how they may be changed from that contained in the legislation, they are in the latter part of this contract. It is important that the contract-holder reads all the clauses in the contract to get a complete picture of the rights and obligations of this contract. This is because a clause about, for example, the rent, may be mentioned in key matters but might also be mentioned in additional, supplementary or fundamental terms. |
| 16.22 | I<br>FT & PT | Where any changes to this contract are agreed after the start of this contract, the contract-holder must be provided with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed. |
| 16.23 | I<br>FT | The first contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between the contract-holder and the landlord. |
| 16.24 | I<br>PT | The second contract is a periodic standard contract, which means that it continues from one rental period to the next (typically from month to month or week to week).<br><br>(1) where the occupation contract incorporates section 173 (landlord's notice) of the act as a term of the occupation contract, the landlord has given the contract-holder notice under section 173 of the act that they must give up possession on a specified date in the notice and the landlord also must demonstrate—<br>(a) no restrictions on giving notice under section 173 of the act apply, including the restrictions set out in section 75 (other consequences of operating an unlicensed house in multiple occupation: restriction on terminating tenancies) and section 98 (other consequences of operating unlicensed houses: restriction on terminating tenancies) of the Housing Act 2004(1) and section 44 (restriction on terminating tenancies) of the Housing (Wales) Act 2014(2),<br>(b) the contract-holder was given at least six months' notice that they 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(3)or Schedule 9(4) to the act, and<br>(c) where the contract is within Schedule 8A to the act, the contract-holder was given at least two months' notice that they must give up possession.<br>Footnote (1) 2004 c. 34.<br>Footnote (2) 2014 anaw 7. |
| 16.25 | I<br>FT & PT | 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—<br>(i) the contract-holder has 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 them;<br>(ii) the contract-holder is in serious rent arrears (for example where the rental period is a month, at least two months' rent is unpaid);<br>(iii) the landlord needs to move the contract-holder 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 it is reasonable to evict them. |
| 16.26 | I<br>FT | If the contract-holder and landlord had not already agreed a periodic contract under section 184(6), starting immediately the fixed term contract ended, and the contract-holder had remained in occupation after the end of the term, the landlord and contract-holder would have been treated as having made a new periodic standard contract in relation to the dwelling. |
| 16.27 | I<br>FT & PT | Where this contract refers to "consent", this means getting permission from the principal contact. This permission will not be unreasonably withheld or delayed. |

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| 16.28 | I<br>FT & PT | Consents and permissions requested or given under this contract will fall within the provisions of Part 3, Chapter 9 of the Renting Homes (Wales) Act 2016. |
| 16.29 | I<br>FT & PT | Notes on clauses do not form part of the terms of this contract, but have been included where it is helpful. |
| 16.30 | I<br>FT & PT | Where the word 'landlord' has been changed to 'principal contact' in the supplementary and fundamental terms this is an editorial change and not a change to the substantive requirement of the term. |
| 17 | I<br>FT & PT | **Supplementary Terms** |
| 17.1 | I<br>FT & PT | **The Renting Homes (Supplementary Provisions) (Wales) Regulations 2022** |
| 17.2 | I<br>FT & PT | 2.— (1) In the following paragraphs, "the Act" means the Renting Homes (Wales) Act 2016.<br>(2) The words and expressions used in these paragraphs have the same meaning as they have in the Act.<br>(3) The number before each paragraph refers to the regulation number in the above regulations. |
| 17.3 | S<br>FT & PT | **Use of dwelling**<br>4. The contract-holder must not carry on or permit any trade or business at the dwelling without ~~the landlord's~~ consent. |
| 17.4 | S<br>FT & PT | **Permitted occupiers who are not lodgers or sub-holders**<br>5. The contract-holder may NOT permit OTHER persons ~~who are not lodgers or sub-holders~~ to live in the dwelling as a home WITHOUT CONSENT. |
| 17.5 | S<br>FT & PT | **Changes to the provision of utilities to the dwelling**<br>6.— (1) The contract-holder may change any of the suppliers to the dwelling of—<br>(a) electricity, gas or other fuel, or water (including sewerage) services;<br>(b) telephone, internet, cable television or satellite television services.<br>(2) The contract-holder must inform the ~~landlord~~ PRINCIPAL CONTACT as soon as reasonably practicable of any changes made pursuant to paragraph (1).<br>(3) Unless the ~~landlord~~ PRINCIPAL CONTACT consents, the contRact-holder must not—<br>(a) leave the dwelling, at the end of the occupation 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;<br>(b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.<br>(4) For the purposes of paragraph (3)(b), "specified service installations" means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water. |
| 17.6 | S<br>FT & PT | **Security of the dwelling**<br>7. If the contract-holder becomes aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, the contract-holder must notify the ~~landlord~~ PRINCIPAL CONTACT as soon as reasonably practicable. |
| 17.7 | S<br>FT & PT | **Contract-holder's obligations at the end of the occupation contract**<br>8. When the contract-holder vacates the dwelling at the end of the occupation contract, the contract-holder must—<br>(a) remove from the dwelling all property belonging—<br>(i) to the contract-holder, or<br>(ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,<br>(b) return any property belonging to the landlord to the position that property was in on the ORIGINAL occupation date, and<br>(c) return to the ~~landlord~~ PRINCIPAL CONTACT all keys OR OTHER SECURITY DEVICES AND PARKING PERMITS which ARE ASSOCIATED WITH ~~enable access to~~ the dwelling which were held during the term of the contract by the contract-holder or any permitted occupier who is not entitled to remain in occupation of the dwelling. |
| 17.8 | S<br>FT & PT | **Repayment of rent or other consideration relating to any period falling after the end of the contract**<br>9. The landlord must repay, within a reasonable time of the end of the occupation contract, to the contract-holder any prepaid rent or other consideration which relates to any period falling after the date on which the contract ends. |
| 17.9 | S<br>FT & PT | **Periods when the dwelling is unfit for human habitation**<br>11. The contract-holder is not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation WHERE THE COURT HAVE DECIDED THE DWELLING IS NOT FIT FOR HUMAN HABITATION(1).AND PROVIDED:<br>(A) IF THE ISSUE IS A BREACH OF REGULATION 5(1)(A) OR 5(2) OF THE FITNESS |

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| | | REGULATIONS, THE CONTRACT-HOLDER HAS REPORTED THE NEED FOR REPAIR TO THE PRINCIPAL CONTACT<br>(B) THE ISSUE IS NOT UNDER REGULATION 6(5) AND THE CONTRACT-HOLDER HAS NOT REQUESTED SUCH CONFIRMATION<br>(C) THE ISSUE IS NOT THE RESULT OF ANY ACTION ON THE PART OF THE CONTRACT-HOLDER OR THEIR INVITEES<br>Footnote (1) See the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (S.I. 2022/6 (W. 4)) made by the Welsh Ministers under section 94(1) of the Act, which prescribe matters and circumstances to which regard must be had when determining whether a dwelling is fit for human habitation. See also section 91(1) of the Act, which makes it a fundamental provision for a landlord to ensure that the dwelling is fit for human habitation. |
| 17.10 | S<br>FT & PT | **Receipt of rent or other consideration**<br>12. Within 14 days of a request from the contract-holder, the landlord ~~must~~ MAY provide the contract-holder with written receipt of any rent or other consideration paid under the occupation contract. |
| 17.11 | S<br>FT & PT | **Care of the dwelling**<br>13. The contract-holder is not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must—<br>(a) take proper care of the dwelling, fixtures and fittings within the dwelling or to any items listed in any inventory,<br>(b) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without ~~the~~ consent ~~of the landlord~~, NOR STORE THEM IN ANY CELLAR OR OUTSIDE THE MAIN DWELLING,<br>(c) keep the dwelling in a state of reasonable decorative order AND ALL WORKS REQUIRE CONSENT, and<br>(d) not keep anything in the dwelling that would be a health and safety risk to the contract-holder, any permitted occupier, any persons visiting the dwelling or any persons WITH A LAWFUL ACTIVITY IN THE LOCALITY ~~residing in the vicinity of the dwelling~~. |
| 17.12 | S<br>FT & PT | **Repairs**<br>14.— (1) The contract-holder must notify the ~~landlord~~ PRINCIPAL CONTACT as soon as reasonably practicable of any fault, defect, damage or disrepair which the contract-holder reasonably believes is the landlord's responsibility.<br>(2) Where the contract-holder reasonably believes that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in any inventory is not the landlord's responsibility, the contract-holder must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in any inventory, or replace them.<br>(3) The circumstances in which paragraph (2) 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(1) by the contract-holder, any permitted occupier or any person visiting the dwelling.<br>15.— (1) In circumstances where the contract-holder has not undertaken those repairs that are their responsibility in accordance with THIS CONTRACT ~~regulation 14(2) and (3)~~, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in any inventory, or replacing them.<br>(2) But the ~~landlord~~ PRINCIPAL CONTACT must give the contract-holder at least 24 hours' notice before entering the dwelling.<br>Footnote (1) Section 96(3) of the Act defines "lack of care". |
| 17.13 | S<br>FT & PT | **Emergencies: landlord AND PRINCIPAL CONTACT's right to enter the dwelling**<br>16.— (1) In the event of an emergency which results in the landlord AND/OR THE PRINCIPAL CONTACT needing to enter the dwelling without notice, the contract-holder must give ~~the landlord~~ THEM immediate access to the dwelling.<br>(2) If the contract-holder does not provide access immediately, the landlord OR PRINCIPAL CONTACT may enter the dwelling without the permission of the contract-holder.<br>(3) If the landlord OR PRINCIPAL CONTACT enters the dwelling in accordance with paragraph (2), the landlord OR PRINCIPAL CONTACT must use all reasonable endeavours to notify the contract-holder that they have entered the dwelling, as soon as reasonably practicable after entry.<br>(4) For the purpose of paragraph (1), an emergency includes—<br>(a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and<br>(b) something which, if not dealt with by the landlord OR PRINCIPAL CONTACT immediately, would put at imminent risk the health and safety of the contract-holder, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling. |
| 17.14 | S | 18. The minimum time period between the date on which a notice under section 111 and |

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| | PT | section 130 of the Act (joint contract-holders: withdrawal) is given to the landlord, and the date specified in the notice, is one month. |
| 17.15 | S<br>FT & PT | **Inventory**<br>27.— (1) The landlord MAY ~~must~~ provide the contract-holder with an inventory in relation to the dwelling no later than the date by which the landlord must provide the contract-holder with the written statement of the occupation contract in accordance with section 31 (written statement) of the Act.<br>(2) The inventory must set out the dwelling's contents, including all fixtures and fittings, and must describe their condition as at the ORIGINAL occupation date.<br>(3) If the contract-holder disagrees with the information within the inventory, the contract-holder may provide comments to the ~~landlord~~ PRINCIPAL CONTACT.<br>(4) Where no comments are received by the ~~landlord~~ PRINCIPAL CONTACT within 14 days, the inventory is deemed to be accurate.<br>(5) Where comments are received by the ~~landlord~~ PRINCIPAL CONTACT within 14 days, the ~~landlord~~ PRINCIPAL CONTACT MAY ~~must~~ either—<br>(a) amend the inventory in accordance with those comments and send the amended inventory to the contract-holder, or<br>(b) inform the contract- holder that the comments are not agreed, and re-send the original inventory to the contract-holder, with the comments attached, or<br>(c) amend the inventory in accordance with some of those comments and send the amended inventory to the contract-holder, together with a record of the comments which have not been agreed. |
| 17.16 | S<br>FT & PT | **Passing notices etc. to the landlord**<br>28. The contract-holder must—<br>(a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and<br>(b) as soon as reasonably practicable, give the original copies of any such notices, orders or other documents to the ~~landlord~~ PRINCIPAL CONTACT. |
| 17.17 | S<br>FT & PT | **Changes to the dwelling**<br>29.— (1) The contract-holder must not make any alteration to the dwelling without ~~the~~ consent ~~of the landlord~~.<br>(2) For the purposes of paragraph (1), "alteration" includes—<br>(a) any addition to or alteration of the fixtures and fittings in the dwelling,<br>(b) the erection of an aerial or satellite dish,<br>(c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and<br>(d) the carrying out of external decoration to the dwelling. |
| 17.18 | S<br>FT & PT | **Security of the dwelling**<br>30.— (1) The contract-holder must take reasonable steps to ensure the dwelling is secure.<br>(2) The contract-holder may, WITH CONSENT, change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.<br>(3) If any change made under paragraph (2) results in a new key, SECURITY DEVICE OR PARKING PERMITS being needed ~~to access~~ IN CONNECTION WITH the dwelling, or any part of the dwelling, the contract-holder must notify the ~~landlord~~ PRINCIPAL CONTACT as soon as reasonably practicable and make available to the ~~landlord~~ PRINCIPAL CONTACT a working copy of the new key, DEVICE OR PERMIT. |
| 17.19 | S<br>FT & PT | **Lodgers**<br>31. The contract-holder must not allow persons to live in the dwelling as lodgers without ~~the landlord~~ consent~~s~~. |
| 18 | I<br>FT & PT | **FUNDAMENTAL TERMS** |
| 18.1 | F+<br>FT & PT | **31 Written statement**<br>(1) The landlord under an occupation contract must give the contract-holder a written statement of the contract before the end of the period of 14 days starting with the occupation date.<br>(2) If there is a change in the identity of the contract-holder under an occupation contract, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with—<br>(a) the day on which the identity of the contract-holder changes, or<br>(b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.<br>(3) The landlord may not charge a fee for providing a written statement under subsection (1) or (2). |

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| | | (4) The contract-holder may request a further written statement of the contract at any time.<br>(5) The landlord may charge £30 including VAT for providing a further written statement.<br>(6) The landlord must give the contract-holder the further written statement before the end of the period of 14 days starting with—<br>(a) the day of the request, or<br>(b) if the landlord charges a fee, the day on which the contract-holder pays the fee.<br>(7) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.2 | F+<br>FT & PT | **39 Provision by landlord of information about landlord**<br>(1) The landlord under an occupation contract must, before the end of the period of 14 days starting with the occupation date of the contract, give the contract-holder notice of an address to which the contract-holder may send documents that are intended for the landlord.<br>(2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give the contract-holder notice of the change in identity and of an address to which the contract-holder may send documents that are intended for the new landlord.<br>(3) If the address to which the contract-holder may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give the contract-holder notice of the new address.<br>(4) Paragraph 3 of Schedule 9A makes provision relating to periodic standard contracts, and fixed term standard contracts which incorporate section 186 or which have a landlord's break clause, preventing a landlord from giving a notice (under section 173 or 186 or under a landlord's break clause) requiring a contract-holder to give up possession if the landlord has not provided a notice required under this section.<br>(5) Subsections (1) to (3) of this section are fundamental provisions which are incorporated as a term of all occupation contracts. |
| 18.3 | F+<br>FT & PT | **40 Compensation for breach of section 39**<br>(1) If the landlord fails to comply with an obligation under section 39, the landlord is liable to pay the contract-holder compensation under section 87.<br>(2) The compensation is payable in respect of the relevant date and every day after the relevant date until—<br>(a) the day on which the landlord gives the notice in question, or<br>(b) if earlier, the last day of the period of two months starting with the relevant date.<br>(3) Interest on the compensation is payable if the landlord fails to give the contract-holder the notice on or before the day referred to in subsection (2)(b).<br>(4) The interest starts to run on the day referred to in subsection (2)(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.<br>(5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.<br>(6) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.4 | F+<br>FT & PT | **41 Form of notices etc.**<br>(1) Any notice, statement or other document required or authorised to be given or made by an occupation contract must be in writing.<br>(2) Sections 236 and 237 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 this Act.<br>(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.5 | F+<br>FT & PT | **43 Form of security**<br>(1) The landlord under an occupation contract may not require security to be given in any form other than—<br>(a) money, or<br>(b) a guarantee.<br>(2)This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.6 | F<br>FT & PT | **45 Requirement to use deposit scheme**<br>(1) If the contract-holder under an occupation contract pays a deposit (or another person pays a deposit on his or her behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.<br>(2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must—<br>(a) comply with the initial requirements of an authorised deposit scheme, and |

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| | | (b) give the contract-holder (and any person who has paid the deposit on his or her behalf) the required information.<br>(3) The required information is such information as may be prescribed relating to—<br>(a) the authorised deposit scheme which applies,<br>(b) the landlord's compliance with the initial requirements of the scheme, and<br>(c) the operation of this Chapter, including the contract-holder's rights (and the rights of any person who has paid the deposit on his or her behalf) in relation to the deposit.<br>(4) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.7 | F+<br>FT & PT | **49 Adding a joint contract-holder**<br>(1) The contract-holder under an occupation contract and another person may, with the consent of the ~~landlord~~ PRINCIPAL CONTACT, make that person a joint contract-holder under the contract.<br>(2) If a person is made a joint contract-holder under this section he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under the contract from the day on which he or she becomes a joint contract-holder.<br>(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.8 | F<br>FT & PT | **52 Joint contract-holder ceasing to be a party to the occupation contract**<br>(1) If a joint contract-holder under an occupation contract dies, or ceases to be a party to the contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are—<br>(a) fully entitled to all the rights under the contract, and<br>(b) liable to perform fully every obligation owed to the landlord under the contract.<br>(2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.<br>(3) Nothing in subsection (1) or (2) 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.<br>(4) This section does not apply where a joint contract-holder ceases to be a party to the contract because his or her rights and obligations under the contract are transferred in accordance with the contract.<br>(5) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.9 | F+<br>FT & PT | **54 Right to occupy without interference from landlord**<br>(1) The landlord under an occupation contract may not, by any act or omission, interfere with the contract-holder's right to occupy the dwelling.<br>(2) The landlord does not interfere with the contract-holder's right to occupy the dwelling by reasonably exercising the landlord's rights under the contract.<br>(3) The landlord does not interfere with the contract-holder's right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2)).<br>(4) The landlord is to be treated as having interfered with the contract-holder's right if a person who—<br>(a) acts on behalf of the landlord, or<br>(b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest, interferes with the contract-holder's right by any lawful act or omission.<br>(5) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.10 | F<br>FT & PT | **55 Anti-social behaviour and other prohibited conduct**<br>(1) The contract-holder under an occupation contract must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description)—<br>(a) to live in the dwelling subject to the occupation contract, or<br>(b) to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract.<br>(2) The contract-holder must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity—<br>(a) in the dwelling subject to the occupation contract, or<br>(b) in the locality of that dwelling.<br>(3) The contract-holder must not engage or threaten to engage in conduct—<br>(a) capable of causing nuisance or annoyance to— |

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| | | (i) the landlord under the occupation contract, or<br>(ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and<br>(b) that is directly or indirectly related to or affects the landlord's housing management functions.<br>(4) The contract-holder may not use or threaten to use the dwelling subject to the occupation contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.<br>(5) The contract-holder must not, by any act or omission—<br>(a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in subsections (1) to (3), or<br>(b) allow, incite or encourage any person to act as mentioned in subsection (4).<br>(6) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.11 | F+<br>FT & PT | **57 Permissible forms of dealing**<br>(1) The contract-holder under an occupation contract may not deal with the occupation contract, the dwelling or any part of the dwelling except—<br>(a) in a way permitted by the contract, or<br>(b) in accordance with a family property order (see section 251).<br>(2) A joint contract-holder may not deal with his or her rights and obligations under the occupation contract (or with the occupation contract, the dwelling or any part of the dwelling), except—<br>(a) in a way permitted by the contract, or<br>(b) in accordance with a family property order.<br>(3) If the contract-holder does anything in breach of subsection (1), or a joint contract-holder does anything in breach of subsection (2)—<br>(a) the transaction is not binding on the landlord, and<br>(b) the contract-holder or joint contract-holder is in breach of the contract (despite the transaction not being binding on the landlord).<br>(4) "Dealing" includes—<br>(a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling;<br>(b) transferring;<br>(c) mortgaging or otherwise charging.<br>(5) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.12 | F+<br>FT & PT | **88 Right of set off**<br>(1) If the landlord under an occupation contract is liable to pay the contract-holder compensation under section 87, the contract-holder may set off that liability against rent.<br>(2) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.13 | F+<br>FT & PT | **91 Landlord's obligation: fitness for human habitation**<br>(1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must ensure that the dwelling is fit for human habitation—<br>(a) on the occupation date of the contract, and<br>(b) for the duration of the contract.<br>(2) The reference in subsection (1) to the dwelling includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.<br>(3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years. |
| 18.14 | F+<br>FT & PT | **92 Landlord's obligation to keep dwelling in repair**<br>(1) The landlord under a secure contract, a periodic standard contract or a fixed term standard contract made for a term of less than seven years must—<br>(a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and<br>(b) keep in repair and proper working order the service installations in the dwelling.<br>(2) If the dwelling forms part only of a building, the landlord must—<br>(a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and<br>(b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either— |

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| | | (i) forms part of any part of the building in which the landlord has an estate or interest, or<br>(ii) is owned by the landlord or is under the landlord's control.<br>(3) The standard of repair required by subsections (1) and (2) 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.<br>(4) In this Part, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.<br>(5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years. |
| 18.15 | F+<br>FT & PT | **93 Obligations under sections 91 and 92: supplementary**<br>(1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under section 91 or 92.<br>(2) The landlord may not impose any obligation on the contract-holder in the event of the contract-holder's enforcing or relying on the landlord's obligations under section 91 or 92.<br>(3) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years. |
| 18.16 | F+<br>FT & PT | **95 Limits on sections 91 and 92: general**<br>(1) Section 91(1) does not impose any liability on a landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.<br>(2) Sections 91(1) and 92(1) do not require the landlord—<br>(a) to keep in repair anything which the contract-holder is entitled to remove from the dwelling, or<br>(b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.<br>(3) If the dwelling forms part only of a building, sections 91(1) and 92(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.<br>(4) Relevant causes are fire, storm, flood or other inevitable accident.<br>(5) Section 92(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects the contract-holder's enjoyment of—<br>(a) the dwelling, or<br>(b) the common parts that the contract-holder is entitled to use under the occupation contract.<br>(6) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years. |
| 18.17 | F+<br>FT & PT | **96 Limits on sections 91 and 92: contract-holder's fault**<br>(1) Section 91(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) of the contract-holder or a permitted occupier of the dwelling.<br>(2) The landlord is not obliged by section 92(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by the contract-holder or a permitted occupier of the dwelling.<br>(3) "Lack of care" means a failure to take proper care—<br>(a) of the dwelling, or<br>(b) 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.<br>(4) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years. |
| 18.18 | F+<br>FT & PT | **97 Limits on sections 91 and 92: notice**<br>(1) The landlord's obligations under sections 91(1)(b) and 92(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.<br>(2) The landlord complies with the obligations under those provisions if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.<br>(3) Subsection (4) applies if—<br>(a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and<br>(b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with section 91(1) or 92(1) or (2).<br>(4) The new landlord is to be treated as becoming aware of the need for those works or repairs |

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| | | on the date of the transfer, but not before.<br>(5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years. |
| 18.19 | F+<br>FT & PT | **98 Landlord's right to access dwelling**<br>(1) The landlord may enter the dwelling at any reasonable time for the purpose of—<br>(a) inspecting its condition and state of repair, or<br>(b) carrying out works or repairs needed in order to comply with section 91 or 92.<br>(2) The landlord must give at least 24 hours' notice to the contract-holder before exercising that right.<br>(3) Subsection (4) applies where—<br>(a) the dwelling forms part only of a building, and<br>(b) in order to comply with section 91 or 92 the landlord needs to carry out works or repairs in another part of the building.<br>(4) The landlord is not liable for failing to comply with section 91 or 92 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.<br>(5) This section is a fundamental provision which is incorporated as a term of all secure contracts, all periodic standard contracts, and all fixed term standard contracts made for a term of less than seven years. |
| 18.20 | F+<br>FT & PT | **99 Rights of permitted occupiers to enforce Chapter**<br>(1) A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with section 91 or 92 may enforce the section in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.<br>(2) 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 the occupation contract.<br>(3) This section is a fundamental provision which is incorporated as a term of all secure contracts, periodic standard contracts and fixed term standard contracts made for a term of less than seven years. |
| 18.21 | F<br>PT | **122 Variation**<br>(1) A periodic standard contract may not be varied except—<br>(a) in accordance with sections 123 to 125, or<br>(b) by or as a result of an enactment.<br>(2) A variation of a periodic standard contract (other than by or as a result of an enactment) must be in accordance with section 127.<br>(3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that subsections (1)(b) and (2) of this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.22 | F+<br>PT | **123 Variation of rent**<br>(1) The landlord may vary the rent payable under a periodic standard contract by giving the contract-holder a notice setting out a new rent to take effect on the date specified in the notice.<br>(2) The period between the day on which the notice is given to the contract-holder and the specified date may not be less than two months.<br>(3) Subject to that—<br>(a) the first notice may specify any date, and<br>(b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.<br>(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts under which rent is payable. |
| 18.23 | F+<br>PT | **125 Variation of other terms**<br>(1) The fundamental terms, supplementary terms and additional terms of a periodic standard contract may be varied (subject to section 127) by agreement between the landlord and the contract-holder.<br>(2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.24 | F<br>PT | **127 Limitation on variation**<br>(1) A fundamental term of a periodic standard contract incorporating any of the fundamental provisions to which subsection (2) applies may not be varied (except by or as a result of an enactment).<br>(2) This subsection applies to the following fundamental provisions— |

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| | | (a) section 122(1)(b) and (2) and this section,<br>(b) section 45 (requirement to use deposit scheme),<br>(c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),<br>(d) section 55 (anti-social behaviour and other prohibited conduct),<br>(e) section 148 (permissible termination),<br>(f) section 149 (possession claims),<br>(g) section 155 (death of sole contract-holder),<br>(h) section 158 (securing contract by use of false statement),<br>(i)<br>(j) paragraph 7 of Schedule 4 (variation of secure contract addressed in written statement of introductory standard contract), and<br>(k) Part 1 of Schedule 9A (restrictions on giving landlord's notice under sections 173: breach of statutory obligations).<br>(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—<br>(a) unless as a result of the variation—<br>(i) the fundamental provision which the term incorporates would be incorporated without modification, or<br>(ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but the effect of this would be that the position of the contract-holder is improved;<br>(b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.<br>(4) A variation of a term of a periodic standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).<br>(5) Subsection (4) does not apply to a variation made by or as a result of an enactment.<br>(6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts; section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.25 | F+<br>PT | **128 Written statement of variation**<br>(1) If a periodic standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder—<br>(a) a written statement of the term or terms varied, or<br>(b) a written statement of the contract as varied, unless the landlord has given notice of the variation in accordance with section 123 or 124(2) to (4).<br>(2) The relevant period is the period of 14 days starting with the day on which the contract is varied.<br>(3) The landlord may not charge a fee for providing a written statement under subsection (1).<br>(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.26 | F+<br>PT | **130 Withdrawal**<br>**(**1) A joint contract-holder under a periodic standard contract may withdraw from the contract by giving a notice (a "withdrawal notice") to the ~~landlord~~ PRINCIPAL CONTACT.<br>(2) The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the "withdrawal date").<br>(3) The joint contract-holder must give a written warning to the other joint contract-holders when he or she gives the withdrawal notice to the ~~landlord~~ PRINCIPAL CONTACT; and a copy of the withdrawal notice must be attached to the warning.<br>(4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the ~~landlord~~ PRINCIPAL CONTACT receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.<br>(5) The joint contract-holder ceases to be a party to the contract on the withdrawal date.<br>(6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under section 168 (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.<br>(7) Subsection (3) does not apply to a notice which is treated as a withdrawal notice because of subsection (6).<br>(8) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |

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| 18.27 | F<br>FT | **134 Variation**<br>(1) A fixed term standard contract may not be varied except—<br>(a) by agreement between the landlord and the contract-holder, or<br>(b) by or as a result of an enactment.<br>(2) A variation of a fixed term standard contract (other than by or as a result of an enactment) must be in accordance with section 135.<br>(3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts; section 20 provides that subsections (1)(b) and (2) of this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.28 | F<br>FT | **135 Limitation on variation**<br>(1) A fundamental term of a fixed term standard contract which incorporates any of the fundamental provisions to which subsection (2) applies may not be varied (other than by or as a result of an enactment).<br>(2) This subsection applies to the following fundamental provisions—<br>(a) section 134(1)(b) and (2) and this section,<br>(b) section 45 (requirement to use deposit scheme),<br>(c) section 52 (joint contract-holder ceasing to be a party to the occupation contract),<br>(d) section 55 (anti-social behaviour and other prohibited conduct),<br>(e) section 148 (permissible termination),<br>(f) section 149 (possession claims),<br>(g) section 155 (death of sole contract-holder),<br>(h) section 158 (securing contract by use of false statement),<br>(i)<br>(j) and<br>(k) Part 1 of Schedule 9A (restrictions on giving notice under section 186 and under a landlord's break clause: breach of statutory obligations).<br>(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—<br>(a) unless as a result of the variation—<br>(i) the fundamental provision which the term incorporates would be incorporated without modification, or<br>(ii) the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but the effect of this would be that the position of the contract-holder is improved;<br>(b) if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which subsection (2) applies.<br>(4) A variation of a term of a fixed term standard contract is of no effect if it would render a term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this section in a way that would avoid the incompatibility).<br>(5) Subsection (4) does not apply to a variation made by or as a result of an enactment.<br>(6) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts, section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.29 | F+<br>FT | **136 Written statement of variation**<br>(1) If a fixed term standard contract is varied in accordance with the contract or by or as a result of an enactment the landlord must, before the end of the relevant period, give the contract-holder—<br>(a) a written statement of the term or terms varied, or<br>(b) a written statement of the contract as varied.<br>(2) The relevant period is the period of 14 days starting with the day on which the contract is varied.<br>(3) The landlord may not charge a fee for providing a written statement under subsection (1).<br>(4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts. |
| 18.30 | F<br>FT & PT | **148 Permissible termination etc.**<br>(1) An occupation contract may be ended only in accordance with—<br>(a) the fundamental terms of the contract which incorporate fundamental provisions set out in this Part or other terms included in the contract in accordance with this Part, or<br>(b) an enactment.<br>(2) Nothing in this section affects—<br>(a) any right of the landlord or contract-holder to rescind the contract, or |

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| | | (b) the operation of the law of frustration.<br>(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.31 | F<br>FT & PT | **149 Possession claims**<br>(1) The landlord under an occupation contract may make a claim to the court for recovery of possession of the dwelling from the contract-holder ("a possession claim") only in the circumstances set out in Chapters 3 to 5 and 7.<br>(2) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.32 | F+<br>FT & PT | **150 Possession notices**<br>(1) This section applies in relation to a possession notice which a landlord is required to give to a contract-holder under any of the following sections before making a possession claim.<br>(a) section 159 (in relation to a breach of contract by a contract-holder);<br>(b) section 161 (in relation to estate management grounds);<br>(c) section 166, 171 or 192 (in relation to a contract-holder's notice);<br>(d) section 182 or 188 (in relation to serious rent arrears under a standard contract).<br>(2) The notice must (in addition to specifying the ground on which the claim will be made)—<br>(a) state the landlord's intention to make a possession claim,<br>(b) give particulars of the ground, and<br>(c) state the date after which the landlord is able to make a possession claim.<br>(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.33 | F+<br>FT & PT | **152 Early termination by contract-holder**<br>(1) The contract-holder may end the occupation contract at any time before the earlier of—<br>(a) the landlord giving the contract-holder a written statement of the contract under section 31(1), or<br>(b) the occupation date.<br>(2) To end the contract under subsection (1), the contract-holder must give a notice to the ~~landlord~~ PRINCIPAL CONTACT stating that he or she is ending the contract.<br>(3) On giving the notice to the ~~landlord~~ PRINCIPAL CONTACT, the contract-holder—<br>(a) ceases to have any liability under the contract, and<br>(b) becomes entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with the contract.<br>(4) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.34 | F+<br>FT & PT | **153 Termination by agreement**<br>(1) If the landlord and the contract-holder under an occupation contract agree to end the contract, the contract ends—<br>(a) when the contract-holder gives up possession of the dwelling in accordance with the agreement, or<br>(b) if he or she does not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.<br>(2) An occupation contract is a substitute occupation contract if—<br>(a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and<br>(b) a contract-holder under it was also a contract-holder under the original contract.<br>(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.35 | F+<br>FT & PT | **154 Repudiatory breach by landlord**<br>(1) If the landlord under an occupation contract commits a repudiatory breach of contract and the contract-holder gives up possession of the dwelling because of that breach, the contract ends when the contract-holder gives up possession of the dwelling.<br>(2) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.36 | F<br>FT & PT | **155 Death of sole contract-holder**<br>(1) If the sole contract-holder under an occupation contract dies, the contract ends—<br>(a) one month after the death of the contract-holder, or<br>(b) if earlier, when the ~~landlord~~ PRINCIPAL CONTACT is given notice of the death by the authorised persons.<br>(2) The authorised persons are— |

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| | | (a) the contract-holder's personal representatives, or<br>(b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.<br>(3) The contract does not end if under section 74 one or more persons are qualified to succeed the contract-holder.<br>(4) The contract does not end if, at the contract-holder's death, a family property order has effect which requires the contract-holder to transfer the contract to another person.<br>(5) If, after the contract-holder's death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends—<br>(a) when the order ceases to have effect, or<br>(b) if later, at the time the contract would end under subsection (1).<br>(6) This section is a fundamental provision which is incorporated as a term of all occupation contracts, except fixed term standard contracts that contain the provision mentioned in section 139(1) (transfer on death of sole contract holder); section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.37 | F+<br>FT & PT | **157 Breach of contract**<br>(1) If the contract-holder under an occupation contract breaches the contract, the landlord may on that ground make a possession claim.<br>(2) Section 209 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).<br>(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.38 | F<br>FT & PT | **158 False statement inducing landlord to make contract to be treated as breach of contract**<br>(1) If the landlord under an occupation contract is induced to make the contract by means of a relevant false statement—<br>(a) the contract-holder is to be treated as being in breach of the occupation contract, and<br>(b) the landlord may accordingly make a possession claim on the ground in section 157 (breach of contract).<br>(2) A false statement is relevant if it is made knowingly or recklessly by—<br>(a) the contract-holder, or<br>(b) another person acting at the contract-holder's instigation.<br>(3) This section is a fundamental provision which is incorporated as a term of all occupation contracts; section 20 provides that this section—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 18.39 | F+<br>FT & PT | **159 Restrictions on section 157**<br>(1) Before making a possession claim on the ground in section 157, the landlord must give the contract-holder a possession notice specifying that ground.<br>(2) The landlord may make a possession claim in reliance on a breach of section 55 (antisocial behaviour and other prohibited conduct) on or after the day on which the landlord gives the contract-holder a possession notice specifying a breach of that section.<br>(3) The landlord may not make a possession claim in reliance on a breach of any other term of the contract before the end of the period of one month starting with the day on which the landlord gives the contract-holder a possession notice specifying a breach of that term.<br>(4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives the contract-holder the possession notice.<br>(5) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.40 | F+<br>FT & PT | **160 Estate management grounds**<br>(1) The landlord under an occupation contract may make a possession claim on one or more of the estate management grounds.<br>(2) The estate management grounds are set out in Part 1 of Schedule 8 (paragraph 10 of that Schedule provides that Part 1 of that Schedule is a fundamental provision applicable to all occupation contracts).<br>(3) Section 210 provides that the court may not make an order for possession on an estate management ground unless—<br>(a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10), and<br>(b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11) is available to the contract-holder (or will be available to the contract-holder when the order takes effect). |

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| | | (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to the contract-holder a sum equal to the reasonable expenses likely to be incurred by the contract-holder in moving from the dwelling.<br>(5) Subsection (4) 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).<br>(6) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.41 | F+<br>FT & PT | **161 Restrictions on section 160**<br>(1) Before making a possession claim on an estate management ground, the landlord must give the contract-holder a possession notice specifying that ground.<br>(2) The landlord may not make the claim—<br>(a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or<br>(b) after the end of the period of six months starting with that day.<br>(3) If a redevelopment scheme is approved under Part 2 of Schedule 8 subject to conditions, the landlord may give the contract-holder a possession notice specifying estate management Ground B before the conditions are met.<br>(4) The landlord may not give the contract-holder a possession notice specifying estate management Ground G (accommodation not required by successor)—<br>(a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or<br>(b) after the end of the period of twelve months starting with that day.<br>(5) The landlord may not give the contract-holder 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 the contract ended.<br>(6) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.42 | F+<br>PT | **168 Contract-holder's notice**<br>(1) The contract-holder under a periodic standard contract may end the contract by giving the ~~landlord~~ PRINCIPAL CONTACT notice that he or she will give up possession of the dwelling on a date specified in the notice.<br>(2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.43 | F+<br>PT | **169 Minimum notice period**<br>(1) The date specified in a notice under section 168 may not be less than four weeks after the day on which the notice is given to the ~~landlord~~ PRINCIPAL CONTACT.<br>(2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.44 | F+<br>PT | **170 Recovery of possession**<br>(1) If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under section 168, the landlord may on that ground make a possession claim.<br>(2) Section 215 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 the contract-holder's Convention rights).<br>(3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.45 | F+<br>PT | **171 Restrictions on section 170**<br>(1) Before making a possession claim on the ground in section 170 the landlord must give the contract-holder a possession notice specifying that ground.<br>(2) The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice.<br>(3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.<br>(4) The landlord may not give the contract-holder a possession notice specifying the ground in section 170 after the end of the period of two months starting with the date specified in the notice under section 168 as the date on which the contract-holder would give up possession of the dwelling.<br>(5) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.46 | F+<br>PT | **172 Termination of contract on contract-holder's notice**<br>(1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 168 the contract ends on the date specified in the notice. |

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| | | (2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends—<br>(a) on the day on which the contract-holder gives up possession of the dwelling, or<br>(b) if an order for possession is made, on the date determined in accordance with section 206.<br>(3) The notice ceases to have effect if, before the contract ends—<br>(a) the contract-holder withdraws the notice by giving further notice to the ~~landlord~~ PRINCIPAL CONTACT, and<br>(b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.<br>(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.47 | F+<br>PT | **173 Landlord's notice**<br>(1) The landlord under a periodic standard contract may end the contract by giving the contract-holder notice that he or she must give up possession of the dwelling on a date specified in the notice.<br>(2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.48 | F+<br>PT | **174 Minimum notice period**<br>(1) The date specified in a notice under section 173 may not be less than six months after the day on which the notice is given to the contract-holder.<br>(2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which—<br>(a) do not incorporate section 173 as a term of the contract, or<br>(b) are within Schedule 8A (whether or not they incorporate section 173 as a term of the contract). |
| 18.49 | F+<br>PT | **175 Restriction on section 173: notice may not be given until after the first six months of occupation.**<br>(1) The landlord may not give notice under section 173 before the end of the period of six months starting with the occupation date of the contract.<br>(2) If the contract is a substitute occupation contract, the landlord may not give notice under section 173 before the end of the period of six months starting with the occupation date of the original contract.<br>(3) For the purposes of subsection (2)—<br>(a) an occupation contract is a substitute occupation contract if—<br>(i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,<br>(ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and<br>(iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and<br>(b) "original contract" means—<br>(i) 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;<br>(ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.<br>(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts, except periodic standard contracts which—<br>(a) do not incorporate section 173 as a term of the contract, or<br>(b) are within Schedule 9 (whether or not they incorporate section 173 as a term of the contract). |
| 18.50 | F+<br>PT | **177 Restrictions on giving further notices under section 173**<br>(1) Subsections (2) and (3) apply where—<br>(a) a landlord has given a contract-holder a notice under section 173 ("the first notice"), and<br>(b) the landlord has subsequently withdrawn the notice (see section 180(3)).<br>(2) The landlord may not give another notice under section 173 to the contract-holder 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 subsection (3).<br>(3) The landlord may give one more notice under section 173 to the contract-holder during the period of 28 days starting with the day on which the first notice was given.<br>(4) Subsection (5) applies where—<br>(a) a landlord has given a contract-holder a notice under section 173, and<br>(b) the period for making a possession claim on the ground in section 178 has ended without the landlord having made a claim. |

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| | | (5) The landlord may not give another notice under section 173 to the contract-holder before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see section 179(1)(b)).<br>(6) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts which incorporate section 173 as a term of the contract. |
| 18.51 | F+<br>PT | **177A Restriction on giving notice under section 173 following retaliatory possession claim**<br>(1)Subsection (2) applies where—<br>(a)a landlord (having given a contract-holder a notice under section 173) has made a possession claim on the ground in section 178, and<br>(b)the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217).<br>(2)The landlord may not give another notice under section 173 to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.<br>(3)This section is a fundamental provision which is incorporated as a term of all periodic standard contracts which incorporate section 173 as a term of the contract. |
| 18.52 | F+<br>PT | **178 Recovery of possession**<br>(1) If the landlord gives the contract-holder a notice under section 173, the landlord may on that ground make a possession claim.<br>(2) Section 215 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 (retaliatory evictions: standard contracts) applies (and subject to any available defence based on the contract-holder's Convention rights).<br>(3) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.53 | F+<br>PT | **179 Restriction on section 178**<br>(1) The landlord may not make a possession claim on the ground in section 178—<br>(a) before the date specified in the notice given by the landlord to the contract-holder under section 173, or<br>(b) after the end of the period of two months starting with that date.<br>(2) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.54 | F+<br>PT | **180 Termination of contract on landlord's notice**<br>(1) If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under section 173, the contract ends on the date specified in the notice.<br>(2) If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends—<br>(a) on the day on which the contract-holder gives up possession of the dwelling, or<br>(b) if an order for possession is made, on the date determined in accordance with section 206.<br>(3) The notice ceases to have effect if,—<br>(a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or<br>(b) before the contract ends, and after the end of the period of 28 days starting with day on which the notice was given—<br>(i) the landlord withdraws the notice by giving further notice to the contract-holder, and<br>(ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period.<br>(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.55 | F+<br>PT | **181 Serious rent arrears**<br>(1) If the contract-holder under a periodic standard contract is seriously in arrears with his or her rent, the landlord may on that ground make a possession claim.<br>(2) The contract-holder is seriously in arrears with his or her rent—<br>(a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;<br>(b) where the rental period is a month, if at least two months' rent is unpaid;<br>(c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;<br>(d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.<br>(3) Section 216 provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder— |

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| | | (a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and<br>(b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.<br>(4) This section is a fundamental provision which is incorporated as a term of all periodic standard contracts. |
| 18.56 | F+<br>PT | **182 Restrictions on section 181**<br>(1) Before making a possession claim on the ground in section 181, the landlord must give the contract-holder a possession notice specifying that ground.<br>(2) The landlord under a periodic standard contract that is not an introductory standard contract or a prohibited conduct standard contract may not make the claim—<br>(a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or<br>(b) after the end of the period of six months starting with that day.<br>(3) The landlord under an introductory standard contract or a prohibited conduct standard contract may not make the claim—<br>(a) before the end of the period of one month starting with the day on which the landlord gives the contract-holder the possession notice, or<br>(b) after the end of the period of six months starting with that day.<br>(4) Subsection (1) is a fundamental provision which is incorporated as a term of all periodic standard contracts, and—<br>(a) subsection (2) is a fundamental provision which is incorporated as a term of all periodic standard contracts that are not introductory standard contracts or prohibited conduct standard contracts;<br>(b) subsection (3) is a fundamental provision which is incorporated as a term only of introductory standard contracts and prohibited conduct standard contracts. |
| 18.57 | F+<br>FT | **187 Serious rent arrears**<br>(1) If the contract-holder under a fixed term standard contract is seriously in arrears with his or her rent, the landlord may on that ground make a possession claim.<br>(2) The contract-holder is seriously in arrears with his or her rent—<br>(a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;<br>(b) where the rental period is a month, if at least two months' rent is unpaid;<br>(c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;<br>(d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.<br>(3) Section 216 provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder—<br>(a) was seriously in arrears with his or her rent on the day on which the landlord gave the contract-holder the possession notice, and<br>(b) is seriously in arrears with his or her rent on the day on which the court hears the possession claim.<br>(4) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts. |
| 18.58 | F+<br>FT | **188 Restrictions on section 187**<br>(1) Before making a possession claim on the ground in section 187, the landlord must give the contract-holder a possession notice specifying that ground.<br>(2) The landlord may not make the claim—<br>(a) before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or<br>(b) after the end of the period of six months starting with that day.<br>(3) This section is a fundamental provision which is incorporated as a term of all fixed term standard contracts. |
| 18.59 | F+<br>FT & PT | **206 Effect of order for possession**<br>(1) If the court makes an order requiring the contract-holder under an occupation contract to give up possession of the dwelling on a date specified in the order, the contract ends—<br>(a) if the contract-holder gives up possession of the dwelling on or before that date, on that date,<br>(b) if the contract-holder gives up possession of the dwelling after that date but before the order for possession is executed, on the day on which he or she gives up possession of the dwelling, or |

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| | | (c) if the contract-holder does not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.<br>(2) Subsection (3) applies if—<br>(a) it is a condition of the order that the landlord must offer a new occupation contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and<br>(b) that joint contract-holder (or those joint contract-holders) continue to occupy the dwelling on and after the occupation date of the new contract.<br>(3) The occupation contract in relation to which the order for possession was made ends immediately before the occupation date of the new contract.<br>(4) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.60 | F+<br>FT & PT | **231 Termination of occupation contract with joint contract-holders**<br>(1) If there are joint contract-holders under an occupation contract, the 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.<br>(2) This section is a fundamental provision which is incorporated as a term of all occupation contracts. |
| 18.61 | F+<br>FT & PT | **SCHEDULE 8 (introduced by sections 160 and 162)**<br>**ESTATE MANAGEMENT GROUNDS**<br>**PART 1**<br>**THE GROUNDS**<br><br>**REDEVELOPMENT GROUNDS**<br><br>**Ground A (building works)**<br>1 The landlord intends, within a reasonable time of obtaining possession of the dwelling—<br>(a) to demolish or reconstruct the building or part of the building comprising the dwelling, or<br>(b) to carry out work on that building or on land treated as part of the dwelling,<br>and cannot reasonably do so without obtaining possession of the dwelling.<br><br>**Ground B (redevelopment schemes)**<br>2 (1) This ground arises if the dwelling satisfies the first condition or the second condition.<br>(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.<br>(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.<br><br>**SPECIAL ACCOMMODATION GROUNDS**<br><br>**Ground C (charities)**<br>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.<br>(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.<br>(3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).<br><br>**Ground D (dwelling suitable for disabled people)**<br>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—<br>(a) there is no longer such a person living in the dwelling, and<br>(b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).<br><br>**Ground E (housing associations and housing trusts: people difficult to house)**<br>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—<br>(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 landlord to make available for occupation by persons with special needs and—

(a) 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,

(b) there is no longer a person with those special needs living in the dwelling, and

(c) 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.

**FUNDAMENTAL PROVISION**

**Fundamental provision applicable to all occupation contracts**

10 This Part of this Schedule is a fundamental provision which is incorporated as a term of all occupation contracts.

18.62 F PT

**SCHEDULE 9A**
**STANDARD CONTRACTS: RESTRICTIONS ON GIVING NOTICE UNDER SECTION 173, UNDER SECTION 186, AND UNDER A LANDLORD'S BREAK CLAUSE**
**PART 1 THE RESTRICTIONS**
**Failure to provide written statement**

1 (1) This paragraph is incorporated as a term of all standard contracts which—

(a) are mentioned in paragraph 7(1), and

(b) incorporate section 31.

(2) A landlord may not give notice at a time when—

(a) the contract-holder has not been given a written statement of the contract under section 31(1) (requirement to provide written statement at the start of a contract), or

(b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract under section 31(2) (requirement to give written statement to a new contract-holder).

**Six month restriction following failure to provide written statement within the period**

**specified in section 31**

2 (1) This paragraph is incorporated as a term of all standard contracts which—
(a) are mentioned in paragraph 7(1), and
(b) incorporate section 31.
(2) A landlord who has failed to comply with section 31(1) or (2) may not give notice during the period of six months starting with the day on which the landlord gave a written statement of the contract to the contract-holder.

**Failure to provide information**

3 (1) This paragraph is incorporated as a term of all standard contracts which—
(a) are mentioned in paragraph 7(1), and
(b) incorporate section 39.
(2) A landlord may not give notice at a time when the landlord has not provided a notice required under section 39 (duty to provide information).

**Failure to provide valid energy performance certificate**

3A (1) This paragraph is incorporated as a term of all standard contracts which—
(a) are mentioned in paragraph 7(1), and
(b) relate to a dwelling in relation to which regulation 6(5) of the EPB Regulations (requirement to give tenant a valid energy performance certificate) applies.
(2) A landlord may not give notice at a time when the landlord has not complied with regulation 6(5) of the EPB Regulations.
(3) For the purposes of this paragraph, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to a contract- holder when a certificate given to that contract- holder in compliance with that regulation ceases to be valid under the EPB Regulations).
(4) In this paragraph—
"the EPB Regulations" ("y Rheoliadau PYA") means the Energy Performance of Buildings (England and Wales) Regulations 2012 (S.I. 2012/3118);
"valid energy performance certificate" ("tystysgrif perfformiad ynni ddilys") is to be interpreted in accordance with the EPB Regulations."

**Breach of security and deposit requirements**

4 (1) A landlord may not give notice at a time when security required by the landlord in connection with the contract in a form not permitted by section 43 has not been returned to the person by whom it was given.
(2) A landlord may not give a notice at a time when any of sub-paragraphs (3) to (5) apply unless—
(a) a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on the contract-holder's 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 and has been determined by the county court, withdrawn, or settled by agreement between the parties.
(3) This sub-paragraph applies if a deposit has been paid in connection with the contract but the initial requirements of an authorised deposit scheme have not been complied with.
(4) This sub-paragraph applies if a deposit has been paid in connection with the contract but the landlord has not provided the information required by section 45(2)(b).
(5) This sub-paragraph applies if a deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.
(6) Sub-paragraph (1) is only incorporated as a term of a contract mentioned in paragraph 7(1) which incorporates section 43.

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

5 (1) A landlord may not give a notice at a time when—
(a) a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to the contract as described in section 2 or 3 of that Act, and
(b) that prohibited payment has not been repaid.
(2) A landlord may not give a notice at a time when—
(a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and
(b) the failure to repay the deposit amounts to a breach of the requirements of Schedule 2

to that Act.

(3) In determining for the purposes of this paragraph 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 the contract;

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

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

5A (1) This paragraph is incorporated as a term of all standard contracts—

(a) which are mentioned in paragraph 7(1), and

(b) in relation to which regulation 5 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (S.I. 2022/6 (W. 4)) ("the Fitness for Human Habitation Regulations") applies.

(2) A landlord may not give notice at a time when—

(a) the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Fitness for Human Habitation Regulations (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and

(b) as a result, the landlord is required under Part 4 of this Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

**Failure to supply electrical condition report etc.**

5B (1) This paragraph is incorporated as a term of all standard contracts—

(a) which are mentioned in paragraph 7(1), and

(b) in relation to which regulation 6 of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (S.I. 2022/6 (W. 4)) ("the Fitness for Human Habitation Regulations") applies.

(2) A landlord may not give notice at a time when—

(a) the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Fitness for Human Habitation Regulations (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, the landlord is required under Part 4 of this Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

**Failure to provide gas safety report to contract-holder**

5C (1) This paragraph is incorporated as a term of all standard contracts—

(a) which are mentioned in paragraph 7(1), and

(b) in relation to which regulation 36 of the Gas Safety Regulations applies.

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

(3) For the purposes of sub-paragraph (2), 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 the contract-holder has been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of a gas safety record, and

(b) that record is valid.

(4) For the purposes of sub-paragraph (3), 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.

(5) In this paragraph—

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

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

"Gas Safety Regulations" ("Rheoliadau Diogelwch Nwy") means the Gas Safety (Installation and Use) Regulations 1998 (S.I. 1998/2451)."

**Meaning of "notice"**

6 In this Schedule, "notice" means notice under—

(a) section 173 (landlord's notice under a periodic standard contract);

(b) section 186 (landlord's notice in connection with end of fixed term);

(c) a landlord's break clause in a fixed term standard contract.

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| | | **PART 2 FURTHER PROVISION**<br>**FUNDAMENTAL PROVISION**<br>7 (1) Part 1 of this Schedule is a fundamental provision which is, subject to any provision to the contrary in Part 1, incorporated as a term of all—<br>(a) periodic standard contracts which incorporate section 173 as a term of the contract,<br>(b) fixed term standard contracts which incorporate section 186 as a term of the contract, and<br>(c) fixed term standard contracts which have a landlord's break clause.<br>(2) Section 20 provides that Part 1 of this Schedule—<br>(a) must be incorporated, and<br>(b) must not be incorporated with modifications. |
| 19 | I<br>FT & PT | **Schedule 1 Deposit Required information** |
| 19.1 | I<br>FT & PT | The deposit will be registered in a Tenancy Deposit Scheme, the details of which will be provided by the Landlord.<br><br>The scheme supply information about the operation of section 45 to 47 and Schedule 5 of the act and this information is provided with this contract. Please see www.depositprotection.com for further information provided by the scheme.<br>The deposit will only be repaid at the end of the contract when the conditions mentioned higher up in this contract, under the heading 'deposit', have been fulfilled, and the landlord and contract-holder have agreed, or a dispute has been adjudicated by the alternative dispute resolution service, or on the order of a court.<br>If either party is not contactable at the end of the contract then the other party should seek advice from the deposit scheme provider at the above contact details.<br>If the landlord and contract-holder do not agree with each other about the amount of the deposit refund at the vacation of the dwelling, either may apply to the scheme for the free alternative dispute resolution service or seek a county court order for a judgement on their claim.<br>The scheme offers free dispute resolution for deposits they cover. Please see their website for details of how and when to apply.<br>The deposit value is as stated higher up this contract under the heading 'deposit'.<br>The address of the dwelling is stated on the first page of this agreement.<br>The contact details of the landlord are above. This is only for deposit protection and all contact should be via the principal contact details as stated higher up in this contract, under the 'principal contact'.<br>The contact details of the contract-holder are as stated higher up in this agreement under the heading 'parties'.<br>Information about any person providing the deposit on behalf of the contract-holder is higher up in this contract under the heading 'parties'.<br>The reasons for possible deductions from the deposit are listed above under the heading 'deposit'.<br>The nominated contract-holder for this occupation contract will be <<TYAGNAME>>. The parties forming the contract-holder declare that the nominated contract-holder should represent all of them in any decisions regarding the deposit and that the decision of the nominated contract-holder will be binding on all the joint contract-holders, subject to the rules of the scheme. |