

PART 1

SECURE OCCUPATION CONTRACT – EXPLANATORY INFORMATION

ABOUT YOUR CONTRACT

This is your written statement of the occupation contract made under Renting Homes (Wales) Act 2016. This contract is a legal contract setting out the rights and responsibilities of Caerphilly County Borough Council (as your landlord) and of you (as the contract-holder). Caerphilly County Borough Council is a local authority and is a community landlord under the Renting Homes (Wales) Act 2016. This is a converted contract.

Explanatory Information about the Written Statement

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

The written statement of your occupation contract

- II. This is a written statement of your occupation contract. It sets out the rights and responsibilities of you and your landlord. Your occupation contract is made under the Renting Homes (Wales) Act 2016 (“the Act”). The occupation contract is between the contract-holder (“you”) and the landlord (“your landlord”).
- III. You should read the terms of this written statement carefully to ensure you fully understand them, and that you are content that the terms reflect the modifications or additional terms agreed between you and your landlord. You should keep this written statement safe, as you may need to refer to it in the future.
- IV. Your written statement can be provided electronically if you agree to receive it in an electronic form.
- V. You must be given the written statement of your occupation contract within 14 days of the occupation date (the day on which you are entitled to begin occupying the dwelling). Where your occupation contract has been converted from an existing tenancy or licence prior to the implementation of the Act, you must be given the written statement within six months of the date it converted to an occupation contract.
- VI. If you are not given the written statement within the required time period, for each day it is late, your landlord may be liable to pay you compensation equivalent to a day’s rent for each day the written statement is not provided, up to a maximum of two months’ rent (unless the landlord’s failure to provide a written statement was intentional).

Meaning of words used

- VII. The 'occupation date' of an occupation contract is the day on which you are entitled to begin occupying the dwelling.

- VIII. The 'key matters' in an occupation contract means the following information:
 - a. the address of the dwelling;
 - b. the occupation date;
 - c. the amount of rent (or other consideration); and
 - d. the rental period (i.e. the length of time in respect of which rent must be paid, such as weekly or monthly).

- IX. Your secure contract is periodic and continues from one rental period to the next (as referred to in the key matters within the written statement).

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

- X. 'Fundamental terms' are provisions of the Act (or of any other enactment that the Welsh Ministers specify are fundamental terms) that are automatically incorporated as terms of your occupation contract. Some of the fundamental provisions cannot be omitted or modified and must reflect the wording in the Act, apart from editorial changes. Other fundamental provisions can be omitted or modified subject to the agreement of you and your landlord, but only if doing so improves your position.

- XI. 'Supplementary terms' are provisions (set out in regulations made by Welsh Ministers) which are also automatically incorporated as terms of the occupation contract, unless:
 - a. the supplementary terms are omitted or modified. Supplementary terms can be omitted or modified, subject to the agreement of you and your landlord, either to improve your position or that of your landlord, provided that the omission or modification would not make a supplementary term incompatible with a fundamental term; or
 - b. the occupation contract has been converted from an existing tenancy or licence made prior to the implementation of the Act.

- XII. If any fundamental or supplementary provisions have not been incorporated as terms of the occupation contract, such provisions are identified in Annex B of this contract.

- XIII. 'Additional terms' are agreed by you and your landlord if they are included in your occupation contract. They can cover any matter provided, they do not conflict with a key matter, a fundamental term or a supplementary term.

- XIV. Any additional term, or modification to a supplementary term, that is incorporated in the occupation contract is not binding on you if it is an unfair term under section 62 (requirement for contract terms and notices to be fair) of the Consumer Rights Act 2015.

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

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

Your rights and responsibilities

- XVIII. You have important rights relating to how you can use the dwelling, although some of these rights are subject to obtaining your landlord's consent.
- XIX. A succession right may apply to someone who lives in the dwelling with you if you die.
- XX. You can be held responsible for any anti-social behaviour or other prohibited conduct of anyone who lives in or visits the dwelling. Anti-social behaviour or other prohibited conduct can include excessive noise, verbal abuse, physical assault and domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

- XXI. You must not allow the dwelling to become overcrowded by permitting more persons to live in the dwelling than the maximum number allowed. Part 10 of the Housing Act 1985 (overcrowding) provides the basis for determining the maximum number of people to live in the dwelling.
- XXII. You cannot be evicted without a court order, unless you abandon the dwelling.
- XXIII. Before the court can make a possession order, your landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied:
- a. you have broken one or more terms of the contract (which include: failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict you; or
 - b. your landlord needs to move you, and one of the estate management grounds under section 160 of the Act applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict you.

Issues with the dwelling and disputes

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

Further information about occupation contracts

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

PART 2

SECURE OCCUPATION CONTRACT – KEY MATTERS

This contract is
between: **CAERPHILLY COUNTY BOROUGH COUNCIL** (*landlord*)(s)

and:

(*contract-holder*)(s)

It relates to:

(*the dwelling*)

The rent as at 1 December 2022 is £ per week, and will increase to £ as
at 3 April 2023

The service charges as at 1 December 2022 are £ per week

The weekly payment of rent is to be made each Monday, save for the 4 rent-free
weeks occurring at intervals throughout the year.

You can contact the landlord:

by post: Caerphilly Homes
 Ty Penallta
 Tredomen Park
 Ystrad Mynach
 Hengoed
 CF82 7PG

by telephone: 01443 873 535

You have paid a deposit of £**NIL**

For more information about the holding of your deposit: **N/A**

The occupation date (when you can begin occupying the dwelling) is:

PART 3

SECURE OCCUPATION CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this secure contract are set out in this Part. Fundamental terms that cannot be left out of this contract or changed¹ have **(F)** added after the term sub-heading. Fundamental terms that can be left out or changed have **(F+)** added. Supplementary terms have **(S)** added.

Additional terms have **(A)** added.

Any fundamental or supplementary provisions which have been left out of or amended in this contract are detailed in the Schedule in Annex B

Where a term is referring to the contract-holder, it usually uses “you” instead of “the contract-holder”. Similarly where a term is referring to something belonging to the contract-holder, it usually uses “your” rather “the contract-holder’s”.

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

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.

Definitions (A)

1 The following words shall have the following meanings:

- 1.1 the '*occupation contract*' means this document.
- 1.2 '*the council*' means Caerphilly County Borough Council.
- 1.2A 'the landlord' means Caerphilly Homes.
- 1.3 '*you*' and '*your*' means the person or persons signing the occupation contract or any successor(s) or transferee(s).
- 1.3A 'consent' means obtaining written consent.
- 1.4 '*the dwelling*' means the dwelling let under the occupation contract.
- 1.5 the common parts of a dwelling are: (a) any part of a building comprising a dwelling, and (b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others. Examples would include the halls, staircases, lifts, balconies, passageways, landings, entrances, paths, gates, paved areas, gardens, parking areas or bays, or other areas which are provided for your communal use and that of persons residing in or visiting the block of flats or neighbouring dwelling(s).
- 1.6 the '*housing estate*' means the landlord's housing estate upon which the dwelling is situated or, if the dwelling is not situated on a landlord's housing estate, then any landlord's land as described in the occupation contract serving or associated with the dwelling.
- 1.7 '*the locality*' includes the dwelling, the housing estate, the landlord's local housing office serving the dwelling and the neighbourhood within 2 miles of the dwelling.
- 1.7A '*domestic animal*' means an animal commonly kept as a pet by residents in their home, for example: a domesticated dog (excluding any dog subject to the *Dangerous Dogs Act 1991 unless compliant with all obligations arising under such Act*), a cat, rabbit, and goldfish, but excludes any animal listed in the Schedule of the *Dangerous Wild Animals Act 1976*

Further explanations

- 1.8 Editorial changes to terms within your previous secure tenancy agreement (that has converted in line with the Act) have been made within this contract where necessary to bring the terminology in line with the Act. Further:

- (a) some editorial amendments have been made so as to ensure existing terms are compatible with fundamental terms given the operation of section 240 of the Act; and,
- (b) due to the addition of relevant fundamental and supplementary terms, editorial changes include the order in which terms appear in your contract; the numbering of terms; and, as a result, cross-referencing between annexes, sections and terms within this contract.

Your Rights and Responsibilities.

Rent (A)

- 2 You must pay the rent and all service charges (if any) in the sum(s) set out in Part 2 – Key Matters section of this contract, weekly in advance on Monday of each week, exclusive of rent free weeks, unless said sum or payment dates are varied in accordance with this contract, in which case you must pay your rent in the sums and by the payment dates as varied. You will pay the rent and other charges promptly and regularly without deduction, which means you cannot withhold payment because you are in dispute with the landlord, for example, over repairs to the dwelling.

Variation of rent² (F+)

- 3 (1) The landlord may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on the date specified in the notice.
- (2) The period between the day on which the notice is given to you and the specified date may not be less than two months.
- (3) Subject to that —
 - (a) the first notice given after the appointed day³ must specify a date which is not less than 51 weeks after the last date on which a new rent took effect, and
 - (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.

Mid-week rent variations (A)

- 3A (1) If a notice setting out a new rent is to take effect on a date which is not a Monday, then the rent for the single week during which a new rent will take effect will be calculated on a pro rata basis by:

2 This term only applies to contracts under which rent is payable.

3 The “appointed day” is 1 December 2022.

- (a) dividing the existing rent by 7 and multiplying it by the number of days from and including the Monday of that week up to and including the day immediately before the new rent will take effect under the notice;
- (b) dividing the new rent by 7 and multiplying it by the number of days from and including the day that the new rent takes effect under the notice up to and including the day immediately before the next Monday; and
- (c) adding the figures in (a) and (b) together.

Service Charges (A)

- 4 You may be liable for weekly service charges that are not included in your rent. The current total amount of service charges, if any, are set out in Part 2 – Key Matters section of this contract and an itemised list of service charges, if any, are contained in Annex C. The amount of any such weekly service charge may be varied by the landlord at their discretion if the charges change. The landlord may add further categories of service charges by varying this contract in accordance with term 49 (Variation of supplementary and additional terms). You must pay the other weekly service charges on the same day of each week as when your weekly rent payment is due.
- 5 The landlord will provide you with information on how and where to pay your rent and any service charges.

Receipt of rent or other consideration (S)

- 5A Within 14 days of a request from you, the landlord must provide you with written receipt of any rent paid under the contract.

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

- 5B You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation⁴, but you must not withhold the

⁴ When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

payment of rent unless the landlord agrees in writing that the dwelling is unfit for human habitation or otherwise ordered by a court.

Right of set off⁵ (F+)

5C If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent⁶.

Form of security (F+)

5D The landlord may not require security (which includes a deposit) to be given in any form other than —

- (a) money, or
- (b) a guarantee.

Subletting (A)

6 You must not under any circumstances:

- (a) enter into a sub-occupation contract for all or part of the dwelling; or
- (b) allow a lodger to remain within the dwelling if you cease to occupy the dwelling as your only or principal home during the term of the occupation contract.

Permitting lodgers (F+)

7 You may allow persons to live in the dwelling as lodgers.⁷

Provisions about joint contract-holders

Adding a joint contract-holder (F+)

- 8 (1) You, as the contract-holder under this contract, and another person may, with the consent of the landlord⁸, make that person a joint contract-holder under this contract.
- (2) If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a

⁵ This term only applies to contracts under which rent is payable.

⁶ The “right of set off” means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.

⁷ Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

⁸ When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions. What is reasonable is to be determined having regard to Schedule 6 to the Act.

contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

Withdrawal of a joint contract-holder (F+)

- 8A (1) If you are a joint contract-holder, you may withdraw from this contract by giving a notice (a “withdrawal notice”) to the landlord.
- (2) The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the “withdrawal date”).
- (3) You must give a written warning to the other joint contract-holders when you give the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- (4) The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- (5) You will cease to be a party to this contract on the withdrawal date.
- (6) A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under term 43H (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.
- (7) Paragraph (3) of this term does not apply to a notice which is treated as a withdrawal notice because of paragraph (6) of this term.

Withdrawal of a joint contract-holder – notice required (S)

- 8B The minimum time period between the date on which a notice under term 8A is given to the landlord, and the date specified in the notice, is one month.

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

- 8C (1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are —
- (a) fully entitled to all the rights under this contract, and
- (b) liable to perform fully every obligation owed to the landlord under this contract.
- (2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to this contract.
- (3) Nothing in paragraph (1) or (2) of this term removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to this contract.

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

Succession (A)

- 9 Certain persons may be entitled to succeed to your contract; refer to Annex D for additional information.

Permissible forms of dealing (F+)

10A(1) You may not deal with this contract, the dwelling or any part of the dwelling except —

- (a) in a way permitted by this contract, or
- (b) in accordance with a family property order (see section 251 of the Act)⁹.

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

- (a) in a way permitted by this contract, or
- (b) in accordance with a family property order.

(3) If you do anything in breach of paragraph (1) of this term, or a joint contract-holder does anything in breach of paragraph (2) of this term —

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

(4) “Dealing” includes —

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

Transfer to potential successor (F+)

10B (1) You may transfer the contract as described in this term, but only if the landlord consents.

(2) You may transfer the contract to :

- (a) a potential successor, or

⁹ Section 251 of the Act sets out the meaning of “family property order” for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

- (b) if there are two or more potential successors, all of the potential successors who wish to be included in the transfer.
- (3) If you are a sole contract-holder, a potential successor is a person who, under section 74 (persons qualified to succeed) of the Act, would be qualified to succeed you if you died immediately before the transfer.
- (4) If more than one of you are joint contract-holders, a potential successor is a person who, under section 74 of the Act, would be qualified to succeed a joint contract-holder if —
 - (a) the joint contract-holder died immediately before the transfer, and
 - (b) when the joint contract-holder died he or she was the sole contract-holder.

Transfer to another secure contract-holder (F+)

- 10C (1) Where the landlord is a community landlord, you may transfer this contract as described in this term, but only if the landlord consents.
- (2) You may transfer the contract to a person who —
- (a) before the transfer is a contract-holder under a secure contract under which the landlord is a community landlord, and
 - (b) immediately before the transfer will cease to be the contract-holder under the contract mentioned in sub-paragraph (a).

Transfer – Exchanges Elsewhere in the UK (A)

- 10D You may transfer this contract by way of exchange with a secure tenant in England if you obtain the landlord's prior written consent.

Alterations (A)

- 11 You will first obtain the landlord's written consent, which will not be unreasonably withheld, before you:
- 11.1 decorate the outside of the dwelling or artex internal walls or ceilings;
 - 11.2 add or alter any fixture or fitting inside the dwelling or make any internal or external alterations or improvements which, for the avoidance of doubt, includes the construction of a parking space;
 - 11.3 erect or remove all or any part of a garden fence or wall, or carry out any substantial landscaping works; or
 - 11.4 alter or add any fixture to the dwelling, that involves piercing or damaging either the structure, windows or doors.

Structures (S)

12. You must not erect, remove or make structural alterations to sheds, garages or any other structures in the dwelling without the written consent of the landlord.

Further alterations (A)

- 13 Save for any satellite dishes, TV or CB aerials, any alterations or improvements approved by the landlord will automatically become part of the dwelling when your contract ends, unless otherwise agreed by them in writing.
- 14 Where you have not obtained the landlord's written consent so that any alterations, improvements or additions are unauthorised, the landlord may remove any such unauthorised additions or alterations.
- 14.1 Where the landlord has given their written consent for any alteration, addition or improvement but such works, in their opinion, have been carried out in an unworkmanlike manner, the landlord may:
- (a) make good such works; and/or
 - (b) remove any such approved alterations or improvements either during or at the end of your contract.
- 14.2 Where the landlord has to carry out any works, removals, or making good under term 14 and 14.1, they may charge you for the cost of such removal or making good.

Changes to the provision of utilities to the dwelling (S)

- 14A (1) You may change any of the suppliers to the dwelling of:
- (a) electricity, gas or other fuel or water (including sewerage) services;
 - (b) telephone, internet, cable television or satellite television services.
- (2) You must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1) of this term.
- (3) Unless the landlord consents, you must not :
- (a) leave the dwelling at the end of the contract without a supplier of electricity, gas, or other fuel (if applicable), or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
 - (b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

- (4) For the purposes of paragraph (3)(b) of this term, “specified service installations” means an installation for the supply of water, gas, electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

Parking (A)

- 15 You will not, without firstly obtaining the landlord’s written consent, house or park or permit to be parked, any motor vehicle, caravan, motorhome, boat, trailer, commercial vehicles, or any similar item(s) within the boundary of the dwelling and will not permit or allow any person residing in or visiting the dwelling to do the same.
- 15.1 If consent is granted to you in accordance with term 15, you will ensure that there is a properly constructed access crossing, dropped kerb, driveway and hard-standing or garage, for which permission has been obtained and that the motor vehicle, caravan, motorhome, boat, trailer or similar item(s) is housed or parked on the driveway or hard-standing or in the garage.
- 15.2 In certain circumstances, following a written application from you, the landlord may be prepared to waive the strict requirements as set out in term 15.1.
- 15.3 You will not, and will not permit or allow any person residing in or visiting the dwelling to:
- (a) house or park any motor vehicle, caravan, motorhome, boat, trailer, commercial vehicles, or any similar item(s) on:
 - (i) any garden, paved area within the vicinity of the dwelling that has been provided by the Council and/or landlord for your communal use with other local residents;
 - (ii) any communal parking areas, except for a motor vehicle used for private domestic use;
 - (iii) any footpath, grass verge, turning head or amenity area provided by the Council and/or landlord unless provided or adapted for that purpose.
 - (b) house or park any commercial vehicles in any parking area (including residents car parks, parking bays or any other area used for communal parking) in the locality of the dwelling or on the housing estate;
 - (c) drive over any communal areas of land or grass verges or similar areas of land in the locality of the dwelling or on the housing estate;
 - (d) park anywhere that would obstruct emergency services;
 - (e) park unroadworthy vehicles in the locality of the dwelling or on the housing estate;

- (f) keep mopeds, motorbikes, electric bikes, scooters or other vehicles powered by battery inside the dwelling or in indoor communal areas (for example entrance halls, stairs, landings) or other designated fire escape routes
- (g) keep any battery-operated mobility scooter or electric wheelchair inside the dwelling without the landlord's written consent;
- (h) undertake vehicle repairs on any communal open plan areas, grass verges, car park sites or similar areas of land in the locality of the dwelling or on the housing estate.
- (i) undertake repairs on any parking area, or communal area of land, in the locality of the dwelling or on the housing estate.
- (j) undertake vehicle repairs on any parking area or communal area of land, owned or managed by the Council and/or the landlord, in the locality of the dwelling or on the housing estate.

Domestic Pets (A)

- 18 You, together with any person residing in your dwelling, may keep only one domestic animal on the dwelling without obtaining prior written consent, except if you live in a flat or sheltered housing with communal entrances, or other dwellings with communal areas.
- 19 You will obtain the landlord's prior written consent should you wish to keep on the dwelling:
- (a) more than one domestic animal;
 - (b) any domestic animals in flats or sheltered housing where these buildings have communal entrances, or other dwellings with communal areas;
 - (c) pigeons;
 - (d) an aquarium in any dwelling above ground floor level; or
 - (e) any other animal.
- 20 You will ensure that any animals belonging to you, or belonging to other persons living with you, or those belonging to your visitors:
- (a) are kept in a reasonable manner and under proper control;
 - (b) do not cause nuisance or annoyance to others in breach of term 29;

- (c) are at all times kept and looked after in accordance with any prescribed legislation or good practice.

20A If at any point it is found that any animal you have in the dwelling is causing:

- (a) or may cause, nuisance or annoyance to others;
- (b) a health hazard;
- (c) damage to the dwelling, other landlord dwellings; or
- (d) unsanitary conditions in and around the dwelling,

then permission to keep animals may be refused or withdrawn, or you may be required to reduce the number of animals you keep at the dwelling. You will be responsible for any expense incurred by the landlord in removing or re-housing any animals.

Repairs and Maintenance (S)

21 You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but you must:

- (a) take proper care of the dwelling, fixtures and fittings within the dwelling and to any items listed in any inventory;
- (b) keep the dwelling in a state of reasonable decorative order; and
- (c) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the landlord's written consent;
- (d) not alter, modify, or carry out any works to any fire rated door (whether internal or external) without the landlord's written consent;
- (e) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the dwelling, or any persons residing in the vicinity of the dwelling. (S)

21A If you are in breach of any of the obligations of term 21, the landlord may enter the dwelling at any reasonable time for the purpose of replacing or carrying out repairs to the fixtures and fittings or other items listed in any inventory. The landlord must give you at least 24 hours' notice before entering the dwelling under this term. You will pay the landlord on demand any costs they incur for any breach pursuant to term 21. (A)

22 Subject to paragraph 21 and any terms herein which set out the landlord's obligations, you will:

- (a) keep any garages and outbuildings in a reasonable state of decorative order, repair and cleanliness, and keep outside gullies clear and unblocked;

- (b) keep any garden, yard, forecourt or common parts, including hedges, which form part of the dwelling in a well maintained and tidy condition;
- (c) keep any trees in your garden well maintained and in such condition that prevents causing nuisance or annoyance to any neighbour or person engaged in lawful activity in the locality of your dwelling;
- (d) keep the common parts in a clean and tidy condition and free from obstruction;
- (e) ensure that you use the approved fuel for any space-heating appliance provided, or installed with the landlord's written consent, and that any chimney flues are swept annually,

and you will not, and will not allow or permit any person to:

- (f) accumulate rubbish or animal faeces, which must be promptly disposed of appropriately;
- (g) burn waste materials or household items (including furniture, mattresses, or similar items) within any garden, yard, forecourt or common parts;
- (h) plant or cut down or damage any trees or hedges without first obtaining the landlord's written consent;
- (i) block any shared driveways or footpaths so as to prevent emergency vehicles getting to the dwelling, other properties or for any other reason;
- (j) fence or cultivate any:
 - (i) car parking site or
 - (ii) communal area of land,
 on the housing estate without firstly obtaining the landlord's written consent. (A)

22A If you are in breach of any of the obligations to term 22, the landlord may enter the dwelling at any reasonable time for the purpose of carrying out any works that the landlord considers necessary to remedy your breach. The landlord must give you at least 24 hours' notice before entering the dwelling under this term. You will pay the landlord on demand any costs it incurs for any breach pursuant to term 22. (A)

Reporting Repairs (S)

23 You must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair to the dwelling or to common parts, which you reasonably believe is the landlord's responsibility, such as blocked drains, water leaks, structural defects, and defects to paths, steps, patios and terraces, and defects to water, gas, electricity and fire installations.

Repairs (S)

- 23A (1) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in any inventory is not the landlord's responsibility, you 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.
- (2) The circumstances in which paragraph (1) of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by you, any permitted occupier or any person visiting the dwelling.

Landlord's right to enter the dwelling – repairs to fixtures and fittings (S)

- 23B If you do not undertake those repairs that are your responsibility under term 23A (1) and (2) 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. The landlord must give you at least 24 hours' notice before entering the dwelling under this term. (S)

Care of the dwelling – landlord's obligations

Landlord's obligation: response to notification under term 23 (A)

- 23C Where you make a notification under term 23, the landlord will respond to you if they consider the repair is not necessary or is not their responsibility.

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

- 24 (1) The landlord may enter the dwelling at any reasonable time for the purpose of
- (a) inspecting its condition and state of repair, or
 - (b) carrying out works or repairs needed in order to comply with the obligations set out terms 35A and 39 of this contract.
- (2) The landlord must give at least 24 hours' notice to you before exercising that right.
- (3) Paragraph (4) of this term applies where :
- (a) the dwelling forms part only of a building, and
 - (b) in order to comply with the obligations set out in terms 35A and 39 the landlord needs to carry out works or repairs in another part of the building.
- (4) The landlord is not liable for failing to comply with the obligations under terms 35A and 39 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.

Emergencies (S)

- 25 In the event of an emergency which results in the landlord needing to enter the dwelling without notice, the contract-holder must give the landlord immediate access to the dwelling.
- 25A If the landlord needs to enter the dwelling without notice in the event of an emergency and you do not provide access immediately, they may enter the dwelling without your permission using reasonable force.
- 25B If the landlord enters the dwelling in accordance with term 25A, they must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.
- 25C An emergency includes:
- (a) something which requires urgent work to prevent the dwelling, or dwellings in the vicinity, from being severely damaged, further damaged or destroyed, and
 - (b) something which, if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling, or other persons in the vicinity of the dwelling.

Unusual Features (A)

- 26 Where you are living at the dwelling subject to this contract because a transfer pursuant to the terms of this contract or succession has taken place, you will:
- (a) take on responsibility for any alterations, improvements, or fixtures and fittings put in the dwelling by the previous contract-holder, including those which the landlord considers are unusual, unless they agree otherwise with you in writing;
 - (b) take on responsibility for the overall condition of the dwelling, including any garden, yard or forecourt, and
 - (c) be responsible for any costs incurred by the Landlord pursuant to terms 14.2, 21A, 43EB of this contract.

Use of the Dwelling

Residence & Occupation of the Dwelling (S)

- 27 You, or, where there are joint contract-holders, at least one of you, must occupy the dwelling as your only or principal home during the term of the occupation contract.

Overcrowding (A)

27A As set out in the explanatory notes to this contract, you must not allow the dwelling to become overcrowded by permitting more persons to live in the dwelling than the maximum number allowed.

Permitted occupiers who are not lodgers or sub-holders (S)

27B You may permit persons who are not lodgers¹⁰ or sub-holders¹¹ to live in the dwelling as a home.

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

27C (1) The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.

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

(3) The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act¹²).

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

- (a) acts on behalf of the landlord, or
- (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest,

interferes with your right by any lawful act or omission.

Security of the dwelling (S)

27D (1) You must take steps to ensure the dwelling is secure. (S)

(2) Subject to 27D(3) and 27D(4) below, you may 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. (S)

(3) You must not change any lock on any fire rated external or internal doors of the dwelling (as the door will be rated for fire safety and a change to it may adversely affect its effectiveness in the event of a fire). If you are in doubt as to whether or not any external door or internal door is a fire

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

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

12 Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any dwelling, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under section 91 and 92." Sections 91 and 92 of the Act are reflected in terms 35A and 39 of this contract.

rated door, you must contact the landlord before making any changes.
(A)

- (4) If the dwelling is part of a sheltered housing scheme, you must not make any changes to the suited or master key system. (A)

Security of the dwelling – unoccupied periods (S)

27E If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify the landlord as soon as reasonably practicable.

Trading (S)

28 You must not carry on or permit any trade or business at the dwelling without the landlord's written consent. You must not advertise services or display goods for sale, without firstly obtaining the landlord's written consent.

Prohibited conduct

Anti-social behaviour and other prohibited conduct¹³ (F)

- 29.(1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description) —
- (a) to live in the dwelling subject to this contract, or
 - (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.
- (2) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity —
- (a) in the dwelling subject to this contract, or
 - (b) in the locality of that dwelling.
- (3) You must not engage or threaten to engage in conduct —
- (a) capable of causing nuisance or annoyance to —
 - (i) the landlord, or
 - (ii) a person (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions, and
 - (b) that is directly or indirectly related to or affects the landlord's housing management functions.

¹³ Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts¹⁴ and any other part of a building comprising the dwelling, for criminal purposes.

(5) You must not, by any act or omission —

- (a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs (1) to (3) of this term or
- (b) allow, incite or encourage any person to act as mentioned in paragraph (4) of this term.

Duty to provide help and advice in relation to prohibited conduct (S)

30 The landlord must give you appropriate advice if you report to the landlord conduct that is prohibited under term 29 on the part of anyone living in dwelling belonging to the landlord including dwelling occupied by you.

Vandalism (A)

31 You will not deliberately damage, or permit, allow, incite or encourage any person residing in or visiting the dwelling to deliberately damage the dwelling or the common parts. For the avoidance of doubt, such damage includes damaging or defacing any wall, door, ceilings, windows, staircases, fence or any other part of the dwelling or of the common parts by way of graffiti or in any other similar way.

Harassment (A)

32 You will not harass, or permit, allow, incite or encourage any other person, to harass any person (which, for the avoidance of doubt, includes any landlord officers, tradesperson or their authorised agents) residing, visiting or otherwise engaging in a lawful activity in the locality of the dwelling.

Examples of harassment for the purposes of term 32 include but are not restricted to:

- a. Intimidation on the grounds of religious belief, ethnic origin, sexual orientation, disability, gender, age or on any other basis;
- b. Violence or threats of violence, including domestic abuse;
- c. Abusive or insulting words or behaviour;
- d. Damage or threats of damage to dwelling belonging to another person including damage to any part of their home;
- e. Writing threatening, abusive or insulting graffiti, and/or,

¹⁴ The common parts of a dwelling are (a) any part of a building comprising a dwelling and (b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others.

- f. Any act or omission calculated to interfere with any other person's peace or comfort or to inconvenience them

Damages (A)

- 33 You will pay the landlord on demand any costs it incurs for repairs (or any renewal) to the dwelling or to common parts as a result of:
 - (a) any fault, default, damage or disrepair, which has occurred wholly or mainly because of an act or omission amounting to a lack of care by you, any permitted occupier, or any person visiting the dwelling;
 - (b) as a result of you having failed to carry out, within a reasonable time, repairs to the dwelling which are your responsibility;
 - (c) as a result of you, or anyone you engaged or instructed, having failed to carry out repairs to the dwelling which are your responsibility in a workmanlike manner, or
 - (d) your breach of any of the terms and conditions of this contract.

Risk Management (A)

- 34 You will not keep or use, or permit to be kept or used at the dwelling, any bottled gas other than for an essential medical purpose, for example oxygen, without our prior consent.
- 35 You will not use or store, or permit to be used or stored, at the dwelling or in the common parts, any paraffin, petrol, or any other dangerous material, except for fuel in the tank of motor vehicles or similar items parked or housed in accordance with terms 15 to 15.2.
- 35AA You must not, by any act or omission, do anything that might cause a fire hazard to your dwelling, other neighbouring dwellings, or common parts, and will not allow or permit any person residing in or visiting the dwelling to do the same.

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

- 35A (1) The landlord must ensure that the dwelling is fit for human habitation¹⁵ —
 - (a) on the occupation date of this contract, and
 - (b) for the duration of this contract.

¹⁵ When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.

(2) The reference to the dwelling in paragraph (1) of this term includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts.

Repairs and Maintenance (A)

- 36 The landlord will maintain in reasonable condition the open spaces and communal areas on the housing estate.
- 37 The landlord will carry out repairs which are its responsibility within a reasonable period.

Access to the dwelling for other purposes (A)

38 On the landlord giving you at least 24 hours' notice (save in an emergency) that they require access to your home, you must give them, their workers, or authorised agents, access to the dwelling at all reasonable hours for any of the following purposes:

- (a) inspecting or carrying out improvements to the dwelling;
- (b) installing or making new connections to sewers, drains, pipes, cables or similar apparatus;
- (c) maintaining or servicing any installations or other items in the dwelling for which the landlord is responsible;
- (d) repairing adjoining properties;
- (e) removing any unauthorised alterations to the dwelling;
- (f) making good, or removing, any approved alterations or improvements carried out in an unworkmanlike manner, and
- (g) any other purpose associated with the management of the Housing Estate.

38.1 On at least 24 hours' notice, you will allow access to the dwelling for your neighbours, and/or their representatives, to maintain and complete works to their properties, provided that they have firstly obtained the landlord's consent for such access. The landlord will endeavour to discuss with you any access request and the nature of the works intended before they make a decision on your neighbour's request.

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

- 39 (1) The landlord must —
- (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
 - (b) keep in repair and proper working order the service installations in the dwelling.
- (2) If the dwelling forms part only of a building, the landlord must —

- (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
 - (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either —
 - (i) forms part of any part of the building in which the landlord has an estate or interest, or
 - (ii) is owned by the landlord or is under the landlord's control.
- (3) The standard of repair required by paragraphs (1) and (2) of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.
- (4) In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

Further landlord obligations in relation to terms 35A and 39 (F+)

- 39A (1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under terms 35A and 39.
- (2) The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 35A and 39.

Limits on landlord obligations in relation to terms 35A and 39: General (F+)

- 39B (1) Term 35A(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.
- (2) The landlord's obligations under terms 35A(1) and 39(1) do not require the landlord
- (a) to keep in repair anything which you are entitled to remove from the dwelling, or
 - (b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.
- (3) If the dwelling forms part only of a building, the landlord's obligation under terms 35A(1) and 39(1) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.
- (4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term, are fire, storm, flood or other inevitable accident.

(5) Term 39(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of —

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

Limits on landlord obligations in relation to terms 35A and 39: contract-holder's fault (F+)

39C (1) Term 35A(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.

(2) The landlord is not obliged by term 39(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 you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care —

- (a) of the dwelling, or
- (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 35A and 39: notice (F+)

39D (1) The landlord's obligations under term 35A(1)(b) and under term 39(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.

(2) The landlord complies with the obligations under term 35A(1)(b) and under term 39(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

(3) If —

- (a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
- (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 term 35A(1) or 39(1) or (2),

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

Rights of permitted occupiers (F+)

39E (1) A permitted occupier¹⁶ who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 35A or 39, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

(2) But a permitted occupier who is a lodger¹⁷ or sub-holder¹⁸ may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract¹⁹ is made, in accordance with this contract.

Consultation (A)

40 The landlord will consult with their contract-holders, or any relevant residents' associations where applicable, who are likely to be substantially affected by a change in the landlord's housing management. For the avoidance of doubt, consultation does not apply to:

- (a) changes to rent, council tax or service charges or other charges, or
 - (b) variation of this contract,
- as such matters are to be varied in accordance with this contract.

Information (A)

42 The landlord respects your legal right to information, confidentiality and data protection.

Permissible termination etc. (F)

43A (1) This contract may be ended only in accordance with —

- (a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act, or other terms included in this contract in accordance with Part 9 these are terms 43A to 43D, 43G to 43T and term 55²⁰, or
- (b) any enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) Nothing in this term affects —

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

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

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

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

20 The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 43A-43D, 43G to 43T and term 55.

- (a) any right of the landlord or contract-holder to rescind this contract, or
- (b) the operation of the law of frustration²¹.

Termination by agreement (F+)

43B (1) If the landlord and you agree to end this contract, this contract ends —

- (a) when you give up possession of the dwelling in accordance with what you agree with the landlord, or
- (b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

(2) An occupation contract is a substitute contract if —

- (a) it is made in respect of the same (or substantially the same) dwelling as the original contract, and
- (b) you were also the contract-holder under the original contract.

Repudiatory breach by landlord (F+)

43C If the landlord commits a repudiatory breach²² of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

Death of a sole contract-holder (F)

43D (1) If you are the sole contract-holder, this contract ends —

- (a) one month after your death, or
- (b) if earlier, when the landlord is given notice of your death by the authorised persons.

(2) The authorised persons are —

- (a) your personal representatives, or
- (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

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

²¹ The law of frustration would operate where for example, a contract is set aside due to a circumstance rendering it impossible to comply with it.

²² A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.

- (4) This contract does not end if, at your death, a family property order²³ has effect which requires the contract to be transferred to another person.
- (5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends —
- (a) when the order ceases to have effect, or
 - (b) if later, at the time this contract would end under paragraph (1) of this term.

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

43E When you vacate the dwelling at the end of the occupation contract, you must :

- (a) remove from the dwelling all property belonging to you or to any permitted occupier who is not entitled to remain in occupation of the dwelling.
- (b) return any property belonging to the landlord to the position that property was in on the occupation date, -unless otherwise agreed by them;
- (c) leave the dwelling in a clean and tidy condition and in good repair, allowing for fair wear and tear;
- (d) leave all fixtures and fittings in the dwelling in good repair and condition. Examples of fixtures and fittings include, but are not restricted to, baths or showers, washbasins, fitted kitchens and double glazing. You will only remove fixtures and fittings if you first obtain the landlord's written consent, and you will make good any damage to the dwelling caused by their removal;
- (e) provide details of any utility suppliers;
- (f) return to the landlord all keys and fobs which enable access to the dwelling, including common parts, along with any outbuildings, for example sheds and/or garages, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

43EA Any items left in the dwelling and any outbuildings or common parts once you have vacated will be treated as abandoned and will become the property of the landlord, whereupon the landlord may dispose of them as it sees fit. (A)

²³ Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

43EB You will pay the landlord on demand any costs they incur as a consequence of any breach of term 43E or any costs of removal and/or disposal incurred as a result of term 43EA. (A)

Repayment of rent or other consideration (S)

43F The landlord must repay, within a reasonable time of the end of this contract, to you or Benefits Agency (whichever applies) any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.

Termination by contract-holder

Early termination by contract-holder (F+)

43G (1) You may end this contract at any time before the earlier of —

- (a) the landlord giving you a written statement of this contract under term 51(1), or
- (b) the occupation date.

(2) To end this contract under paragraph (1) of this term, you must give a notice to the landlord stating that you are ending this contract²⁴.

(3) On giving the notice to the landlord, you —

- (a) cease to have any liability under this contract, and
- (b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

Contract-holder's notice (F+)

43H You may end this contract by giving the landlord notice that you will give up possession of the dwelling on a date specified in the notice.

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

43I The date specified in a notice under term 43H may not be less than four weeks after the day on which the notice is given to the landlord.

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

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

²⁴ See term 43H regarding the giving of a notice.

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

- (a) on the day on which you give up possession of the dwelling, or
- (b) if an order for possession is made, on the date determined in accordance with term 43T.

(3) The notice ceases to have effect if, before this contract ends —

- (a) you withdraw the notice by further notice to the landlord, and
- (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

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

43K If there are joint contract-holders under this contract, this contract cannot be ended by the act of one or more of the joint contract-holders acting without the other joint contract-holder or joint contract-holders.

Termination by the landlord: possession claims and possession notices

Possession claims (F)

43L The landlord may make a claim to the court for recovery of possession of the dwelling from you (“a possession claim”) only in the circumstances set out in Chapters 3 and 4 of Part 9 of the Act which are set out in terms 43H to 43J, 43N to 43S and term 55.

Possession notices (F+)

43M (1) This term applies in relation to a possession notice which the landlord is required to give to you under any of the following terms before making a possession claim —

- (a) term 43O (in relation to a breach of contract by a contract-holder);
- (b) term 43Q (in relation to estate management grounds);
- (c) term 43S (in relation to a contract-holder’s notice).

(2) The notice must (in addition to specifying the ground on which the claim will be made) —

- (a) state the landlord’s intention to make a possession claim,
- (b) give particulars of the ground for seeking possession, and
- (c) state the date after which the landlord is able to make a possession claim.

**Termination by the landlord: grounds for making a possession claim
Breach of contract (F+)**

43N (1) If you breach this contract, the landlord may make a possession claim on that ground.

(2) Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

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

43O (1) Before making a possession claim on the ground in term 43N, the landlord must give you a possession notice specifying that ground.

(2) The landlord may make a possession claim in reliance on a breach of term 29 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.

(3) The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.

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

Estate management grounds (F+)

43P (1) The landlord may make a possession claim on one or more of the estate management grounds.

(2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in Annex A to this contract.

(3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless —

(a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and

(b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).

- (4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.
- (5) Paragraph (4) of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

Restrictions on making a possession claim under term 43P (estate management grounds) (F+)

- 43Q (1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.
- (2) The landlord may not make the claim —
 - (a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
 - (b) after the end of the period of six months starting with that day.
 - (3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act²⁵ subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.
 - (4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) —
 - (a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
 - (b) after the end of the period of twelve months starting with that day.
 - (5) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

Recovery of possession on the ground of a notice given under term 43H (contract-holder's notice) (F+)

- 43R (1) If you fail to give up possession of the dwelling on the date specified in a notice under term 43H, the landlord may on that ground make a possession claim.

²⁵ Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in the Annex to this contract).

- (2) Section 212 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights²⁶).

Restrictions on making a possession claim under term 43R (F+)

- 43S(1) Before making a possession claim on the ground in term 43R the landlord must give you a possession notice specifying that ground.
- (2) The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.
- (3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.
- (4) The landlord may not give you a possession notice specifying the ground in term 43R after the end of the period of two months starting with the date specified in the notice under term 43H as the date on which you would give up possession of the dwelling.

Court's Order for possession

Effect of order for possession (F+)

- 43T (1) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends —
- (a) if you give up possession of the dwelling on or before that date, on that date,
 - (b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
 - (c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.
- (2) Paragraph (3) of this term applies if —
- (a) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
 - (b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.
- (3) This contract ends immediately before the occupation date of the new contract.

²⁶ "Convention rights" are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Right Act 1998 (c. 42).

Forms of notices etc. (F+)

- 46A(1) Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.
- (2) Sections 236²⁷ and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of the Act.
- (3) You agree that the provisions of the Act referred to at term 46A(2) will also apply as to how any document or notice related to this contract, whether required to be given under the Act or otherwise, may be given or delivered to you. (A)
- (4) Any written notice to be served on the landlord must be sent to the address in Part A of the most recent RHW2 document.
- (5) Any request for the landlord's consent for you to do something under the terms of this contract may be sent to the landlord electronically via email to housingnotices@caerphilly.gov.uk. This is the only electronic means for such consent request that the landlord agrees to and if your request is not sent to this email address then your request will not have been made. (A)
- (6) Any notice you give under the terms of this contract or pursuant to the Act may be sent to the landlord electronically via email to housingnotices@caerphilly.gov.uk. This is the only electronic means for receiving notices that the landlord agrees to and if your notice is not sent to this email address then your notice will not have been given. (A)

Variation (F – except 47(1)(a) which is F+)

47 (1) This contract may not be varied except —

- (a) in accordance with term 3 (variation of rent), 48 (variation of fundamental terms) or 49 (variation of supplementary and additional terms), or
- (b) by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.
- (2) A variation of this contract (other than by or as a result of any enactment) must be in accordance with term 50.

²⁷ Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.

Variation of fundamental terms (F+)

48 A fundamental term of this contract may be varied by agreement between the landlord and you (subject to term 50).

Variation of supplementary and additional terms (F+)

49 (1) A supplementary or additional term of this contract may be varied (subject to term 50) —

- (a) by agreement between the landlord and you, or
- (b) by the landlord giving you a notice of variation.

(2) Before giving a notice of variation the landlord must give you a preliminary notice —

- (a) informing you that the landlord intends to give a notice of variation,
- (b) specifying the proposed variation and informing you of its nature and effect, and
- (c) inviting you to comment on the proposed variation within the time specified in the notice.

(3) The specified time must give you a reasonable opportunity to comment.

(4) The notice of variation must specify the variation effected by it and the date on which the variation takes effect.

(5) The period between the day on which the notice of variation is given to you and the date on which the variation takes effect may not be less than one month.

(6) When giving a notice of variation the landlord must also provide you with such information as the landlord considers necessary to inform you of the nature and effect of the variation.

Limitation on variation (F)

50 (1) A fundamental term of this contract set out in paragraph (2) of this term may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

(2) The fundamental terms to which paragraph (1) of this term applies are —

- (a) requirement to use deposit scheme²⁸,

²⁸ There are no terms in the contract about a deposit scheme as those provisions do not apply to converted contracts by operation of schedule 12 of the Act.

- (b) term 29 (anti-social behaviour and other prohibited conduct),
- (c) term 8C (joint contract-holder ceasing to be a party to the occupation contract),
- (d) term 43A (permissible termination),
- (e) term 43D (death of sole contract-holder),
- (f) term 43L (possession claims),
- (g) term 47(1)(b) and (2) (variation),
- (h) this term, and
- (i) term 55 (false statement - inducing landlord to make contract to be treated as breach of conduct).

(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect —

(a) unless as a result of the variation —

- (i) the fundamental provision²⁹ which the term incorporates is incorporated without modification, or
- (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that your position is improved;

(b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which paragraph (2) of this term applies.

(4) A variation of a term of a secure contract is of no effect if it would render any term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information by landlord

Written statements (F+)

51 (1) The landlord must give you a written statement of the contract before the end of the period of six months starting with the appointed day (“the information provision period”).³⁰

²⁹ Sections 18 and 19 of the Act explain that “fundamental provisions” are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as “fundamental terms”.

³⁰ As provided by virtue of para. 11(1) of Schedule 12 of the Act.

- (2) If there is a change in the identity of the contract-holder, the landlord must give the new contract-holder a written statement of the contract before the end of the period of 14 days starting with —
- (a) the day on which the identity of the contract-holder changes, or
 - (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.³¹
- (3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.
- (4) You may request a further written statement of the contract at any time.
- (5) The landlord may charge a reasonable fee for providing a further written statement.
- (6) The landlord must give you the further written statement before the end of the period of 14 days starting with —
- (a) the day of the request, or
 - (b) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation (F+)

52 (1) If this contract is varied the landlord must, before the end of the relevant period, give you —

- (a) a written statement of the term or terms varied, or
- (b) a written statement of the occupation contract as varied,

unless the landlord has given notice of the variation in accordance with term 3 (variation of rent)³² or 49(1)(b) and (2) to (6) (variation of supplementary and additional terms).

(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

³¹ By virtue of para. 11(1A) of Schedule 12 of the Act, as amended by Renting Homes (Amendment) (Wales) Act 2021 asc. 3 Sch. 6 para. 27(2), sub-paragraph (2) of this term does not apply in relation to a converted contract during the information provision period.

³² Variation of other consideration does not appear here as “other consideration” does not apply to this converted contract.

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

- 53 (1) The landlord must, before the end of the information provision period (within the meaning of Schedule 12) give you notice of an address to which you may send documents that are intended for the landlord.
- (2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.
- (3) If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

Compensation for breach of term 53 (F+)

- 54(1) If the landlord fails to comply with an obligation under term 53, the landlord is liable to pay you compensation under section 87 of the Act.
- (2) The compensation is payable in respect of the relevant date and every day after the relevant date until —
- (a) the day on which the landlord gives the notice in question, or
 - (b) if earlier, the last day of the period of two months starting with the relevant date.
- (3) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.
- (4) The interest starts to run on the day referred to in paragraph (2)(b) of this term, at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.
- (5) The relevant date is the first day of the period of 14 days ending with the last day of the information provision period.³³

³³ By virtue of the operation of para. 13(2), Schedule 12 of the Act.

Other matters

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

55 (1) If the landlord is induced to make this contract by means of a relevant false statement

- (a) you are to be treated as being in breach of this contract, and
- (b) the landlord may accordingly make a possession claim on the ground in term 43N (breach of contract).

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

- (a) you, or
- (b) another person acting at your instigation.

ANNEX A

See term 43P

ESTATE MANAGEMENT GROUNDS³⁴

REDEVELOPMENT GROUNDS

Ground A (building works)

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

Ground B (redevelopment schemes)

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

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

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

³⁴ This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a secure contract.

Ground D (dwelling suitable for disabled people)

- 4 The dwelling has features which are substantially different from those of ordinary dwellings and which are designed to make it suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the dwelling and—
- (a) there is no longer such a person living in the dwelling, and
 - (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

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

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

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

- 6 The dwelling constitutes part of a group of dwellings which it is the practice of the 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.

ANNEX B

Schedule of fundamental and supplementary provisions which have been omitted from or modified in this written statement of an occupation contract

1. All fundamental provisions have been incorporated.
2. Unless otherwise stated, reference to regulations below is to the Renting Homes (Supplementary Provisions) (Wales) Regulations 2022.
3. The following supplementary provisions have not been incorporated into this contract.

Regulation 24 — Transfer

(1) Subject to paragraph (2), the contract-holder may transfer the occupation contract if the landlord consents.

(2) In the case of secure contracts, paragraph (1) only applies to transfers not otherwise covered by sections 73 to 83 of the Act (succession).

4. THE FOLLOWING SUPPLEMENTARY PROVISIONS HAVE BEEN MODIFIED.

Regulation	Modification (in italics)
<p>4. Use of dwelling The contract-holder must not carry on or permit any trade or business at the dwelling without the landlord's consent.</p>	<p>Trading (S)</p> <p>28 You must not carry on or permit any trade or business at the dwelling without the landlord's written consent. <i>You must not advertise services or display goods for sale, without firstly obtaining the landlord's written consent.</i></p> <p>(S)</p>

<p>8. Contract-holder's obligations at the end of the occupation contract</p> <p>When the contract-holder vacates the dwelling at the end of the occupation contract, the contract-holder must—</p> <ul style="list-style-type: none"> (a) remove from the dwelling all property belonging— <ul style="list-style-type: none"> (i) to the contract-holder, or (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling, (b) return any property belonging to the landlord to the position that property was in on the occupation date, and (c) return to the landlord all keys which 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. 	<p>Contract-holders' obligations at the end of the contract (S)</p> <p>43E When you vacate the dwelling at the end of the occupation contract, you must :</p> <ul style="list-style-type: none"> (a) remove from the dwelling all property belonging to you or to any permitted occupier who is not entitled to remain in occupation of the dwelling. (b) return any property belonging to the landlord to the position that property was in on the occupation date,-unless otherwise agreed by them (c) <i>leave the dwelling in a clean and tidy condition and in good repair, allowing for fair wear and tear;</i> (d) <i>leave all fixtures and fittings in the dwelling in good repair and condition. Examples of fixtures and fittings include, but are not restricted to, baths or showers, washbasins, fitted kitchens and double glazing. You will only remove fixtures and fittings if you first obtain the landlord's written consent, and you will make good any damage to the dwelling caused by their removal;</i> (e) <i>provide details of any utility suppliers;</i> (f) return to the landlord all keys <i>and fobs</i> which enable access to the dwelling, <i>including common parts, along with any outbuildings, for example sheds and/or garages,</i> which were held during the term of the contract by you or any permitted occupier who is
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	not entitled to remain in occupation of the dwelling.
<p>9. Repayment of rent or other consideration relating to any period falling after the end of the contract</p> <p>The landlord must repay, within a reasonable time of the end of the occupation contract, to the contract-holder any pre-paid rent or other consideration which relates to any period falling after the date on which the contract ends.</p>	<p>Repayment of rent or other consideration (S)</p> <p>43F The landlord must repay, within a reasonable time of the end of this contract, to you <i>or Benefits Agency (whichever applies)</i> any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.</p>
<p>11. Periods when the dwelling is unfit for human habitation</p> <p>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</p>	<p>Periods when the dwelling is unfit for human habitation (S)</p> <p>5B You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation, <i>but you must not withhold the payment of rent unless the landlord agrees in writing that the dwelling is unfit for human habitation or otherwise ordered by a court.</i></p>
<p>12. Receipt of rent or other consideration</p> <p>Within 14 days of a request from the contract-holder, the landlord must provide the contract-holder with written receipt of any rent or other consideration paid under the occupation contract.</p>	<p>Receipt of rent or other consideration (S)</p> <p>5A Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration* paid under the contract.</p> <p>(*the words ruled through have been removed within the written contract)</p>

<p>13. Care of the dwelling</p> <p>The contract-holder is not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must—</p> <ul style="list-style-type: none"> (a) take proper care of the dwelling, fixtures and fittings within the dwelling or to any items listed in any inventory, (b) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the consent of the landlord, (c) keep the dwelling in a state of reasonable decorative order, and (d) not keep anything in the dwelling that would be a health and safety risk to the contract-holder, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling. 	<p>Repairs and Maintenance (S)</p> <p>21 You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but you must:</p> <ul style="list-style-type: none"> (a) take proper care of the dwelling, fixtures and fittings within the dwelling and to any items listed in any inventory; (b) keep the dwelling in a state of reasonable decorative order; and (c) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the landlord's written consent; (d) <i>not alter, modify, or carry out any works to any fire rated door (whether internal or external) without the landlord's written consent;</i> (e) not keep anything in the dwelling that would be a health and safety risk to the you, any permitted occupier, any persons visiting the dwelling, or any persons residing in the vicinity of the dwelling. (S)
<p>14(1) Repairs</p> <p>(1) The contract-holder must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which the contract-holder reasonably believes is the landlord's responsibility.</p>	<p>Reporting Repairs (S)</p> <p>23 You must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair <i>to the dwelling or to common parts</i>, which you reasonably believe is the landlord's responsibility, <i>such as blocked drains, water leaks, structural defects, and defects to paths, steps, patios and terraces, and defects to water, gas, electricity and fire installations.</i></p>

<p>16. Emergencies: landlord's right to enter the dwelling</p> <p>(1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, the contract-holder must give the landlord immediate access to the dwelling.</p> <p>(2) If the contract-holder does not provide access immediately, the landlord may enter the dwelling without the permission of the contract-holder.</p> <p>(3) If the landlord enters the dwelling in accordance with paragraph (2), the landlord must use all reasonable endeavours to notify the contract-holder that they have entered the dwelling, as soon as reasonably practicable after entry.</p> <p>(4) For the purpose of paragraph (1), an emergency includes—</p> <ul style="list-style-type: none"> (a) something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and (b) something which, if not dealt with by the landlord 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. 	<p>Emergencies (S)</p> <p>25 In the event of an emergency which results in the landlord needing to enter the dwelling without notice, the contract-holder must give the landlord immediate access to the dwelling.</p> <p>25A If the landlord needs to enter the dwelling without notice in the event of an emergency and you do not provide access immediately, they may enter the dwelling without your permission <i>using reasonable force</i>.</p> <p>25B If the landlord enters the dwelling in accordance with term 25A, they must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.</p> <p>25C An emergency includes:</p> <ul style="list-style-type: none"> (a) something which requires urgent work to prevent the dwelling, or dwellings in the vicinity, from being severely damaged, further damaged or destroyed, and (b) something which, if not dealt with by the landlord immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling, or other persons in the vicinity of the dwelling. (S)
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<p>21 Security of the dwelling</p> <p>(1) The contract-holder must take reasonable steps to ensure the dwelling is secure.</p> <p>(2) The contract-holder may 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.</p>	<p>Security of the dwelling (S)</p> <p>27D (1) You must take steps to ensure the dwelling is secure. (S)</p> <p>(2) <i>Subject to 27D(3) and 27D(4) below, you may 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. (S)</i></p> <p>(3) <i>You must not change any lock on any fire rated external or internal doors of the dwelling (as the door will be rated for fire safety and a change to it may adversely affect its effectiveness in the event of a fire). If you are in doubt as to whether or not any external door or internal door is a fire rated door, you must contact the landlord before making any changes. (A)</i></p> <p>(4) <i>If the dwelling is part of a sheltered housing scheme, you must not make any changes to the suited or master key system. (A)</i></p>
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Regulation 22 – Repairs to the dwelling

Rather than reference to Regulation 14(1), the relevant provision refers to the notification under the equivalent additional term.

**ANNEX C - ITEMISED LIST OF SERVICE CHARGES FOR THE DWELLING AS
AT 2023/24**

ANNEX D

Explanatory section – succession

The Act deals with succession under sections 73 to 83.

Under the Act, a person is qualified to succeed you as the contract-holder if that person is a priority successor of you as the contract-holder or a reserve successor of the contract-holder, and, is not excluded.

A person is excluded if he or she or they has not reached the age of 18 at the time of your death; and/or, at any time in the period of 12 month ending with your death he or she or they occupied the dwelling or part of it under a sub-occupation contract.

A person is not excluded if he or she or they is priority successor of the contract-holder, or he or she or they is a reserve successor of you, as the contract-holder, who meets the family member condition, and, the sub-contract under which he or she occupied the dwelling or part of it ended before your death.

If a succession occurred for the secure tenancy before it converted into this converted secure contract on 1 December 2022, then you may have a priority successor status or a reserve successor status. This can affect whether or not a further succession can take place for this converted secure contract.

Priority Successor

A person is a priority successor of the contract-holder if:

- (a) he or she is the spouse or civil partner of the contract-holder, or lives together with the contract-holder as if they were spouses or civil partners, and
- (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death.

But no person is a priority successor of the contract-holder if the contract-holder was a priority successor in relation to the occupation contract.

Reserve Successor: carer

A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and:

- (a) he or she meets the carer condition,
- (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
- (c) he or she meets the carer residence condition.

A person meets the carer condition if at any time in the period of 12 months ending with the contract-holder's death he or she was a carer in relation to:

- (a) the contract-holder, or
- (b) a member of the contract-holder's family who, at the time the care was provided, lived with the contract-holder (if the contract-holder was a priority successor in relation to the occupation contract, the references to the contract-holder here include the person the contract-holder succeeded).

A person meets the carer residence condition if:

- (a) he or she meets the basic residence condition, and
- (b) at the time of the contract-holder's death there was no other dwelling which the person was entitled to occupy as a home.

Reserve Successor: family member

A person is a reserve successor of the contract-holder if he or she is not a priority successor of the contract-holder and:

- (a) he or she meets the family member condition,
- (b) he or she occupied the dwelling as his or her only or principal home at the time of the contract-holder's death, and
- (c) if he or she meets the family member condition, he or she also meets the basic residence condition.

A person meets the family member condition if he or she is a member of the contract-holder's family (if the contract-holder was a priority successor in relation to the occupation contract, this reference to the contract-holder include the person the contract-holder succeeded).

A person meets the basic residence condition if throughout the period of 12 months ending with the contract-holder's death:

- (a) he or she occupied the dwelling, or
- (b) he or she lived with the contract-holder (if the contract-holder was a priority successor in relation to the occupation contract, this reference to the contract-holder includes the person the contract-holder succeeded).