Written statement of a secure occupation contract

You will be provided with an English and a Welsh language version of this contract. You may complete either an English or a Welsh language version.

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A – ABOUT YOUR CONTRACT (Explanatory information)

This contract is a legal contract setting out the rights and responsibilities of Barcud Cyf (as your landlord) and of you (as the contract-holder). Barcud Cyf is registered with the Welsh Government as a social landlord (registration number L151) and is an Industrial and Provident Society (an exempt charity) (registration number [30701R]). Your home under this contract is held by an exempt charity.

We are subject to any guidance on housing management practice issued by the Welsh Government and this contract is one to which that guidance applies.

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 may be given the written statement of your occupation contract before the occupation date, and if it is not, it must be given within 14 days of the occupation date (the day on which you are entitled to begin occupying the dwelling).

SAMPLE

VI. If you are not given the written statement at the right time (within 14 days of the occupation date), then 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, starting with the occupation date up to a maximum of two months' rent (unless the landlord's failure to provide a written statement was intentional in which case you can apply to the court and the court may determine that an increased amount per day is payable).

Meaning of words used[1]

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.

[1] See also section B of this contract.

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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 F to 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.

SAMPLE

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.

SAMPLE

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.

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B. DEFINITIONS

Unless otherwise stated, all references to 'the contract' relate to this document, which is a secure occupation contract under the Renting Homes (Wales) Act 2016 and associated legislation.

The Act

Any reference to "the Act" herein means the Renting Homes (Wales) Act 2016 as enacted and, where relevant, as amended.

Additional terms

Any term which is not a key matter, fundamental term or supplementary term. Any additional term must be compatible with any key matter, fundamental or supplementary term to have effect. Additional terms are marked with an "(A)" in this contract.

Basic residence condition

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 include the person the contract-holder succeeded).

Carer

A person who:

a. provides or intends to provide a substantial amount of care for another person on a regular basis, and

SAMPLE

b. does not provide or will not provide that care because of a contract of employment or other contract with any person.

A person does not provide care because of a contract merely because he or she is given board or lodging or because he or she may become qualified to succeed as a reserve successor.

Common parts

Any part of a building comprising that dwelling, and any other premises (including any other dwelling), which the contract holder is entitled under the terms of the contract to use in common with others.

Contract-holder

An individual with the right to occupy a dwelling as a home under an occupation contract pursuant to section 7 of the Act.

Convention Rights

"Convention rights" ("*hawliau Confensiwn*") has the same meaning as in the Human Rights Act 1998 (c. 42).

Dealing

For the purpose of this contract "dealing" includes:

a. creating a tenancy, or creating a licence which confers the right to occupy the dwelling;

b. transferring; and/or

c. mortgaging or otherwise charging.

Enactment

An enactment (whenever enacted or made, unless the contrary intention appears) comprised in, or in an instrument made under an Act of Parliament, or a Measure or an Act of the Senedd Cymru, or Regulations made by the Welsh Ministers.

SAMPLE

Family member condition (succession)

A person who is the contract-holder's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

Family property order

For the purposes of this contract and the Renting Homes (Wales) Act 2016, a "family property order" is an order under:

a. section 24, Matrimonial Clauses Act 1973;
b. section 17 or 22, Matrimonial and Family Proceedings Act 1984;
c. paragraph 1, schedule 1, Children Act 1989;
d. schedule 7, Family Law Act 1996;
e. part 2, schedule 5, Civil Partnership Act 2004;
f. paragraph 9 or 13, schedule 7, Civil Partnership Act 2004; or
g. an order under schedule 1 (as it continues to have effect because of schedule 9, Family Law Act 1996), Matrimonial Homes Act 1983.

Fundamental term

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

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

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

SAMPLE

Key matters

The dwelling; the occupation date; the amount of rent or other consideration; and rental periods. These are set out in section 1 of this occupation contract.

Lack of care

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

Lodger

A person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 of the Act (accommodation shared with landlord), except if that person is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

Members of a family

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

a. he or she is the spouse or civil partner of that person,

b. he or she and that person live together as if they were spouses or civil partners, or

c. he or she is that person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

Permitted occupier

A person is a permitted occupier of a dwelling subject to an occupation contract if he or she lives in the dwelling as a lodger or sub-holder of the contract-holder, or he or she is not a lodger or sub-holder but is permitted by the contract-holder to live in the dwelling as a home.

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Prohibited conduct

Conduct of the contract-holder prohibited by section 55 of the Act and terms 5.1 to 5.5 of this contract. Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

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

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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 include the person the contract-holder succeeded).

SAMPLE

Repairing obligations

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

a. Obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and,
b. obligations to keep any dwelling fit for human habitation however expressed, and,
c. include a landlord's obligations under sections 91 and 92 of the Act (which in this contract are set out in terms 6.1 to 6.2 and 6.6 to 6.7).

Service installation

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

Specified service installations

An installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

Supplementary term

A provision set out in regulations made by the Welsh Ministers under the provisions of the Renting Homes (Wales) Act 2016 which may be automatically included as a term of all occupation contracts or of specified occupation contracts. Supplementary terms are marked with "(S)" in this occupation contract.

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1. KEY AND OTHER MATTERS

The following terms include the key matters and other information in relation to this secure occupation contract

1.1 This contract is between: **Barcud Cyf** ("the landlord(s)", "we" and/or "us") and **[Name]** ("the contract-holder(s)") and/or "you").

1.2 Barcud Cyf is a community landlord as defined in section 9 of the Act.

1.3 In the case of joint contract holders, the term "contract holder" or "you" applies to each and every joint contract holder and the names of all joint contract holders should be written above.

1.4 Each contract holder individually has the full responsibilities and rights set out in this contract.

1.5 This contract relates to **[ADD FULL ADDRESS]** ("the dwelling" or "your home").

1.6 The dwelling consists of **[THE CLIENT CAN ADD DESCRIPTION IF REQUIRED]**

The maximum number of people allowed to live at the dwelling is [**ADD]**

1.7 The weekly payment for the dwelling is set out below. The first payment is due on **[ADD]** and further payments are to be made weekly on a Monday in advance.

Rent	£[ADD]
Service charge (see annex D for breakdown)	£[ADD]
Total weekly payment	**£[ADD]**

1.8 You have not paid a deposit.

1.9 You can begin occupying the dwelling on **[ADD]** ("the occupation date").

1.10 The periods of this contract will always run weekly.

1.11 The landlord's contact details are as follows.

a. Unit 4, Pont Steffan Business Park, Lampeter, Ceredigion SA48 7HH
b. Telephone 0300 111 3030
c. Email post@barcud.cymru

SAMPLE

Signatures:

1.1 By signing below, you are agreeing to the terms of this contract:

Contract holder(s)

I/we have been given an opportunity to read the terms and conditions of this contract. I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

Signed: _____

Print name: _____

Date: _____

Signed: * _____

Print name: _____

Date: _____

*if joint contract holders delete if not required

On behalf of the Landlord:

Signed: _____

Print name: _____

Date: _____

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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 amended in a way that changes their substance in any way have (MF) added after the term. Fundamental terms that can be left out or changed if you and we agree and it improves your position have (F) added. Supplementary terms have (S) added. Additional terms have (A) added.

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

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

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

2. NOTICES

2.1 Any notice, statement or other document required or authorised to be given or made by this contract must be in writing. (F)

2.2 Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of the Act.[2] (F)

2.3 You agree that the provisions of the Act referred to at term 2.2 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)

2.4 This term gives you notice that our address for receiving legal notices, and any other communication arising from this contract, is: Unit 4, Pont Steffan Business Park, Lampeter, Ceredigion SA48 7HH. (A)

[2] Although reference should be made to sections 236 and 237 of the Act at Annex B of this contract, we have included wording so as to reflect the nature of those provision. For the avoidance of doubt, Annex B is for clarification and explanation and is not a fundamental, supplementary or additional term.

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3. PAYMENTS FOR YOUR HOME

Payment of rent

3.1 You must pay the rent in the sum and by the dates set out in term 1.7, unless said sum of 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. (A)

3.2 The weekly payment and other charges (including service charges) as set out within this contract at term 1.7 and Annex D are due in advance on the Monday of each week. (A)

Receipt of rent

3.3 Within 14 days of a request from you, we must provide you with written receipt of any rent paid under the contract. (S)

Variation of rent

3.4 We may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on a date specified that will be in the notice. (F)

3.5 The period between the day on which the notice is given to you and the date specified on which the new rent will take effect may not be less than two months. (F)

3.6 The first notice to vary the rent payable may specify any date as long as it complies with terms 3.4 and 3.5. Any subsequent notice to vary must specify a date which is not less than one year after the last date on which a new rent took effect. (F)

Deposits[3]

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

a. money; or,

[3] As set out in section 1, there is no deposit payable under this contract. The terms at 3.8 to 3.10, therefore, do not apply but have to be included as fundamental provisions of the Act.

SAMPLE

b. a guarantee. (F)

3.8 If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme. (MF)

3.9 Before the end of the period of 30 days starting with the day on which the deposit is paid, we must:

a. comply with the initial requirements of an authorised deposit scheme; and,

b. give you (and any person who has paid the deposit on your behalf) the required information. (MF)

3.10 The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45, the Act, relating to:

a. the authorised deposits scheme which applies; and,

b. our compliance with the initial requirements of the scheme; and,

c. the operation of Chapter 4, Part 3, the Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf in relation to the deposit. (MF)[4]

Service charges

3.11 We shall provide the services set out in the service charge schedule (Annex D) for which you shall pay a service charge. These are variable service charges and are part of your weekly payment. These charges only apply to your home if an amount has been entered against service charges in term 1.7 and Annex D to this contract. The charge can be varied under terms 3.12-3.17 of this contract. (A)

3.12 We may, after consulting the contract-holders affected, increase, add to, remove, reduce, or vary the services provided or charges for the services or introduce new services. (A)

3.13 With effect from the first Monday in April after this contract is granted, we may vary your service charge (if it applies) at any time if we give you at least 4 weeks' notice in

[4] Terms 3.8 to 3.10 do not apply if the occupation date of your contract was before 1/12/2022

SAMPLE

writing. We may not do this more than once a year unless there is a change in the services provided (in accordance with term 3.12). (A)

3.14 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year. (A)

3.15 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we may increase your new service charge. (A)

3.16 We will give you a schedule showing what is included in your service charge. When you receive your schedule you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying. (A)

3.17 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable. (A)

Other matters

3.18 If you have any rent arrears (inclusive of service charges) and other charges due when this contract is granted you agree to pay off those arrears by the weekly instalments shown in Annex E. If you do not make the payments, we may start court proceedings to recover the arrears, and this may include a possession order to end this contract. (A)

3.19 You agree to immediately repay to us any housing benefit / universal credit housing costs (or any future replacement benefit) paid to us in respect of this contract or an earlier agreement but which we have had to repay. Any resulting debt will amount to arrears of rent for which possession of the dwelling may be sought. (A)

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3.20 We must not prohibit you from claiming welfare benefits.[5] (F)

3.21 You agree to meet all outgoings apply to your home including Council Tax, electric, water, gas, oil and other costs whether metered or billed. (A)

3.22 Terms 5.26, 6.17 and 6.19 of this contract provide that we are entitled to access the dwelling for the purposes of carrying out necessary inspections and works and you are required to give us access. We may charge a fee for any inspection or appointment which cannot go ahead because you are not at home to provide access or if you refuse access. The amount will reflect any costs we incur as a result of the cancelled appointment (including administrative time) and will be set out in a recharge policy which is available on request. (A)

4. USING AND LIVING IN YOUR HOME

Occupying and use of your home

4.1 We agree to give you possession of your home at the start of the contract. (A)

4.2 You agree to take possession of your home at the start of the occupation contract and:

a. not part with possession of your home; or,

b. sub-let the whole of it. (A)

4.3 You must occupy the dwelling as your only or principal home during the term of the occupation contract. (A)

4.4 You must not carry on or permit any trade or business at the dwelling without our consent. (S)

4.5 In relation to term 4.4 above, we will not withhold our consent unreasonably, but we may refuse or withdraw our consent where your business activities cause a nuisance or annoyance to other persons in the neighbourhood. (A)

4.6 If you become aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, you must notify us as soon as reasonably practicable. (S)

[5] The meaning of "Welfare benefits" is set out in s8J of the Renting Homes (Fees, Discrimination etc) (Wales) Act 2019. It will include most social security benefits such as Universal Credit, Employment and Support Allowance, Jobseekers Allowance, Personal Independence Payments, Carers and Attendance Allowances, Pension Benefits, Tax Credits, Housing Benefit and Council Tax reduction.
This term means that we cannot impose any restriction that would prevent you from claiming or receiving welfare benefits while residing in the dwelling.

SAMPLE

Lodgers and permitted occupiers

4.7 You may allow persons to live in the dwelling as lodgers. (F)

4.8 You may permit persons who are not lodgers or sub-holders to live in the dwelling as a home. (S)

4.9 (a) Subject to 4.9(b) you may permit a person who has not reached the age of 18 to live in or visit the dwelling.

(b) We may not interfere with or restrict the exercise of your right under 4.9(a) unless the interference or restriction is a proportionate means of achieving a legitimate aim.[6] (F)

4.10 You are not to allow more than the number of permitted occupiers to live at the dwelling. (A)

Right to occupy the dwelling without interference from the landlord

4.11 We may not, by any act or omission, interfere with your right to occupy the dwelling. (F)

4.12 We do not interfere with your right to occupy the dwelling:

a. by reasonably exercising our rights under this contract; and/or
b. because of a failure to comply with repairing obligations. (F)

4.13 We are to be treated as having interfered with your right if a person who

a. acts on our behalf, or

b. has an interest in the dwelling, or part of it, that is superior to our interest, interferes with your right by any lawful act or omission. (F)

Adding or removing a person to or from this contract

4.14 You, as the contract-holder, and another person may, with our consent, make that person a joint contract-holder under the contract. (F)

[6] You may not be able to permit a person under 18 to live in the dwelling in some situations. For example, we would not allow it if you are living in a housing scheme specifically designated for older people or if the dwelling would become overcrowded as a result. Please contact us for further information.

SAMPLE

4.15 If a person is made a joint contract-holder he or she or they become entitled to all the rights and subject to all the obligations of a contract-holder under the contract from the day on which he or she or they become a joint contract-holder. (F)

4.16 A joint contract-holder under a secure contract may withdraw from the contract by giving a notice (a "withdrawal notice") to us. (F)

4.17 The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the "withdrawal date"). (F)

4.18 You must give a written warning to other joint contract-holders when you give the withdrawal notice to us and a copy of the withdrawal notice must be attached to the warning, except where the notice is one treated as a withdrawal notice under term 4.21 below. (F)

4.19 We must give a written warning, attaching a copy of the withdrawal notice, to the other joint contract-holders as soon as reasonably practicable after we receive the withdrawal notice. (F)

4.20 You will cease to be a party to this contract on the withdrawal date. (F)

4.21 A notice given to us by one or more (but not all) of the joint contract-holders that purports to be a notice to end the contract is to be treated as a withdrawal notice and the date specified in the notice is to be treated as the withdrawal date. (F)

4.22 The minimum period between the date on which a notice is given to us under terms 4.16 to 4.21 and the withdrawal date is one month. (S)

4.23 If a joint contract-holder dies, or ceases to be a party to this contract for some other reason, from the time he or she or they cease to be a party, the remaining joint contract-holders are:

a. fully entitled to all the rights under this contract, and

b. liable to perform fully every obligation owed to us under the contract. (MF)

4.24 The joint contract-holder is not entitled to any right, or liable to any obligation, in respect of the period after he or she or they cease to be a party to the contract. (MF)

4.25 Nothing in terms 4.23 and 4.24 above removes any right or waives any liability of the joint contract-holder accruing before he or she or they cease to be a party to the contract. (MF)

SAMPLE

4.26 Terms 4.23 - 4.25 above do not apply where a joint contract-holder ceases to be a party to this contract because his or her or their rights and obligations under the contract are transferred in accordance with this contract. (MF)

Transactions concerning your home

4.27 "Dealing" includes the matters set out in the definition at section B of this contract.[7] (F)

4.28 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.[8] (F)

4.29 A joint contract-holder may not deal with his or her or their 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 the contract, or

b. in accordance with a family property order. (F)

4.30 If you do anything in breach of term 4.28 above, or as a joint contract-holder you do anything in breach of term 4.29 above:

a. the transaction is not binding on us, and

b. the contract-holder or joint contract-holder is in breach of this contract (despite the transaction not being binding on us). (F)

Transfer to potential successor[9]

4.31 You may transfer the contract to:

a. a potential successor, or

b. if there are two or more potential successors, all of the potential successors who wish to be included in the transfer. (F)

4.32 You may only transfer the contract under term 4.31 above if we consent. (F)

[7] See section 57(4) of the Act.
[8] See section 251 of the Act and the definitions at section B of this contract.
[9] The Act provides for statutory succession which is explained at Annex C.

SAMPLE

4.33 If you are a sole contract-holder a potential successor is a person who would be qualified to succeed if you died immediately before the transfer. (F)

4.34 If there are joint contract-holders a potential successor is a person who would be qualified to succeed a joint contract-holder if:

a. the contract-holder died immediately before the transfer, and

b. when the joint contract-holder died he or she was the sole contract-holder. (F)

Transfer to other secure contract holders

4.35 As the landlord is a community landlord, you may transfer the contract to a person who before the transfer is a contract-holder under a secure contract under which the landlord is a community landlord, and immediately before the transfer will cease to be the contract-holder under that contract. You may only transfer under this term if the landlord consents. (F)

Transfer with consent

4.36 You may transfer this contract if we consent. This term only applies to transfers not otherwise covered by sections 73 to 83 of the Act (succession).[10] (S)

5. YOUR RIGHTS AND OBLIGATIONS

Anti-social behaviour and other prohibited conduct

5.1 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description):

a. to live in the dwelling subject to the occupation contract, or

b. to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract. (MF)

5.2 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity:

[10] See Annex C.

SAMPLE

a. in the dwelling subject to this occupation contract, or

b. in the locality of the dwelling. (MF)

5.3 You must not engage in 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. (MF)

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

5.5 You must not, by any act or omission:

a. allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in terms 5.1 to 5.3 (inclusive) above, or

b. allow, incite or encourage any person to act as mentioned in term 5.4 above. (MF)

5.6 You must not make, nor to allow to be made in or around the dwelling (including your garden and any shared areas) or in the neighbourhood of the dwelling, any noise so loud that it causes a nuisance or annoyance to other persons in the neighbourhood particularly between the hours of 11pm and 7.30am. This includes noise from any radio, television, music, computer or console game or similar devices, singing, shouting, arguing, slamming doors, barking dogs and DIY activities. (A)

5.7 You must not commit, nor allow members of your household or invited visitors to commit, any harassment, or threat of harassment, on any ground including on grounds of race, colour, religion, age, sex, sexual orientation disability or nationality that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our contract-holders, their households, employees, agents or contractors or Board members. (A)

5.8 You must not vandalise or damage the dwelling or any property owned by us. (A)

SAMPLE

Security of your home

5.9 You must take steps to ensure the dwelling is secure. (S)

5.10 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)

Care of your home

5.11 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 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 our consent,
c. keep the dwelling in a state of reasonable decorative order, and
d. not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling. (S)

5.12 In the event of your breach of term 5.11, we reserve the right to take action (which may include cleaning or decorating the dwelling), as we consider necessary to put the dwelling in such condition as required by 5.11, and to recharge you for the cost of doing so. (A)

Alterations and Improvements

5.13 You must not erect, remove or make structural alterations to sheds, garages or any other structures in the dwelling without our consent. (S)

5.14 You must not make improvements, alterations and additions to the dwelling including putting up a television aerial, satellite dish, external decoration and additions to, or alterations in, our installations, fixtures and fittings, without our written consent. You must also first secure any other necessary approvals (for example, planning permission or building regulations approval). We shall not unreasonably refuse consent but may make it conditional upon the works being carried out to a certain standard. (A)

5.15 In relation to term 5.13 and 5.14 above, failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this contract. (A)

SAMPLE

5.16 You must not dig a fishpond in your garden without written permission. If we grant permission, you must agree to fill in the pond properly if you move out of the dwelling or we will charge you the reasonable cost of the work to do so. (A)

5.17 In relation to terms 5.13, 5.14 and 5.16:

a. any structure you put up or fishpond you create will be your responsibility and we will not have to maintain or repair it; and,

b. we can require any such structures built without our consent:

i. to be taken down; or,

ii. altered so as to comply with our requirements, including any planning or building control requirements if applicable; and/or

c. we can also require you to return the garden or the dwelling to its original condition. (A)

Repairs and maintenance

5.18 You must notify us as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is our responsibility. (S)

5.19 Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in any inventory is not our responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in any inventory, or replace them. This term applies where the fault, default, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care by you, any permitted occupier or any person visiting the dwelling. (S)

5.20 If you do not undertake those repairs that are your responsibility under term 5.19, we may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in any inventory, or replacing them. We must give you at least 24 hours' notice before entering the dwelling under this term. (S)

Gardens, balconies and land (if applicable)

SAMPLE

5.21 You must keep the garden, balcony and any land associated with the dwelling tidy by keeping it free of rubbish and by cutting lawns, trimming trees and hedges. You must not store rubbish, disused motor vehicles, household furniture or appliances in such areas. (A)

5.22 You must not remove, replace or plant any hedge, fence or tree at the dwelling unless you have our written permission. We will not unreasonably refuse our permission. (A)

5.23 You must not take down, replace, build or renew any fence or wall unless you have our written permission. We will not unreasonably refuse our permission. (A)

5.24 Your garden, balcony and/or any land associated with the dwelling should not be a health and safety risk or cause nuisance and annoyance to us or our contractors or to your visitors or neighbours. (A)

Access to the dwelling in an emergency[11]

5.25 You must give us immediate access to the dwelling in the event of an emergency which results in us needing to enter the dwelling without notice.

An emergency includes:

a. something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
b. something which, if not dealt with by us immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling. (S)

Access to the dwelling for other purposes

5.26 You must allow access to the dwelling for any of the purposes set out in terms 6.17 and 6.19. (A)

Changes to the provision of the utilities

5.27 You may change any of the suppliers to the dwelling of:

a. electricity, gas or other fuel, or water (including sewerage) services;

[11] See also terms 6.21 to 6.23

SAMPLE

b. telephone, internet, cable television or satellite television services. (S)

5.28 You must inform us as soon as reasonably practicable of any changes made under term 5.27. (S)

5.29 Unless we give our consent, you must not:

a. leave the dwelling, at the end of the occupation contract, without a supplier of electricity, gas or other fuel (if applicable), or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date; and,
b. install or remove, or arrange to have installed or removed, any specified service installations at the dwelling. (S)

Roadways

5.30 You must not block local roadways or other access ways. (A)

5.31 You must not keep unroadworthy and/or untaxed (including SORN) and/or unlicensed vehicles including caravans, tractors, trailers, boats , on car parking areas owned by us. (A)

5.32 You must not park vehicles including catering vans on grass verges, communal gardens, open communal spaces and/or similar pieces of land in the locality of the dwelling. (A)

5.33 You must not store or allow motor homes, caravans, boats, business or commercial vehicles over a tonne in weight to be kept or stored at the dwelling. (A)

5.34 You must not carry out or permit major car repairs to be carried out on a frequent basis on pathways, roadways or communal areas. (A)

Dangerous substances and firearms

5.35 You agree not to keep or use in the dwelling any dangerous or potentially dangerous substance not usually connected to domestic use. Where you use bottled gas for cooking or heating (or other dangerous substance for domestic use), you must seek our permission beforehand to store such substances. If we give you permission, any such substance must be stored safely and wherever possible outside your living accommodation and regularly serviced. You must also provide us with a copy of the certificate of annual service. (A)

SAMPLE

5.36 You must not keep firearms or explosive devices in the dwelling unless you have a lawful permit to do so. (A)

Animals / Pets

5.37 You will need to request our permission to keep a pet. If you live in a house or bungalow or a flat which has its own access to the ground floor and has its own private garden we will normally allow up to two domestic pets. It is unlikely that we will allow dogs or cats in a flat with shared/communal access and/or no private garden.

Assistance dogs will normally be allowed in all accommodation (including sheltered accommodation).

We do not normally allow pets in sheltered accommodation; in circumstances where we give permission to bring a pet which you owned before moving into sheltered accommodation, permission is limited to that specific pet and will not allow a replacement pet or any other pet.

Save as set out above, what will be allowed will depend on the circumstances and assessed when you apply for consent. (A)

5.38 "Domestic pets":

(a) includes dogs or cats (maximum of two), small caged birds, rodents, rabbits, non-venomous insects and small non-venomous reptiles or fish.

(b) does not include anything venomous, hens, an aviary or a pigeon loft

(c) may include exotic pets depending on the circumstances (A)

5.39 You, your household, any permitted occupiers and your visitors must:

a. keep all pets and animals under control at all times;
b. not allow any pets or animals to annoy or be a nuisance or danger to members of your household, neighbours or to any visitors to the dwelling including our staff and contractors;
c. not allow animals to damage the dwelling including the garden or any other property;

SAMPLE

d. ensure that your dog is kept on a lead and is accompanied by you, any permitted occupier or a responsible member of your household when in communal or public areas;

e. not allow your pets to foul in any garden or any shared area (such as areas where children may play, balconies, passageways, walkways, access ways, footpaths or staircases);

f. make proper arrangements to care for your animals if you are absent from the dwelling for any period of time. (A)

5.40 If you breach terms 5.37-5.39, we shall be entitled to withdraw consent for the pet to be there and require you to remove it from the dwelling as soon as reasonably practicable and on a permanent basis. Any such breach will also be a breach of your contract and we might decide to take legal action against you. (A)

Loss and damage

5.41 You shall on demand reimburse us for the cost of making good any loss or damage caused by the act or default of any person in breach of this contract. (A)

6. OUR OBLIGATIONS

Care of the dwelling

6.1 We must ensure that the dwelling is fit for human habitation:

a. on the occupation date of the contract, and

b. for the duration of the contract. (F)

6.2 The meaning of “dwelling” under term 6.1 above includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts. (F)

6.3 Term 6.1 does not impose any liability on us:

a. in respect of a dwelling which we cannot make fit for human habitation at reasonable expense, or

SAMPLE

b. 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[12]) of you or a permitted occupier of the dwelling. (F)

6.4 Where the dwelling forms part only of a building, term 6.1 does not require us to rebuild or reinstate any other part of the building in which we have an estate or interest, in the case of destruction or damage by a relevant cause *i.e.* fire, storm, flood or other inevitable accident. (F)

6.5 You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation. (S)

6.6 We must:

a. keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and

b. keep in repair and proper working order the service installations[13] in the dwelling. (F)

6.7 If the dwelling forms part only of a building, we must:

a. keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) in which we have an estate or interest, and

b. keep in repair and proper working order the service installation[14] which directly or indirectly served the dwelling, and which either:

iii. forms part of any part of the building in which we have an estate or interest, or

iv. is owned by the landlord or is under our control. (F)

6.8 The standard of repair required by terms 6.6 and 6.7 above is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home. (F)

6.9 Under terms 6.6 and 6.7, we are not obliged 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. A

[12] "Lack of care" has the meaning as set out in term 6.9 and section B (definitions) of this contract.
[13] "Service installations" throughout section 6 of this contract has the meaning as set out in section B (definitions). See also, section 92(4) of the Act.
[14] See footnote 10 and section 92(4) of the Act.

SAMPLE

"lack of care", as set out in section B of this contract, means a failure to take proper care of the dwelling or, if the dwelling forms part only of a building, of the common parts that you, or any permitted occupier, are entitled to use under the occupation contract. (F)

6.10 Terms 6.1 and 6.6 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 *i.e.* fire, storm, flood or other inevitable accident. (F)

6.11 Where the dwelling forms part only of a building, term 6.6 does not require us to rebuild or reinstate any other part of the building in which we have an estate or interest, in the case of destruction or damage by a relevant cause *i.e.* fire, storm, flood or other inevitable accident. (F)

6.12 Term 6.7 does not require us to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of:

a. the dwelling, or

b. the common parts that you are entitled to use under this contract. (F)

6.13 A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with terms 6.1, 6.2 and 6.6 to 6.8 above may enforce the term in question in his or her or their own right by bringing proceedings in respect of the injury, loss or damage. (F)

6.14 A permitted occupier who is a lodger or sub-holder may only enforce terms 6.1, 6.2 and 6.6 to 6.8 and bring proceedings if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract. (F)

Notice

6.15 Our obligations under terms 6.1b, 6.6 and 6.7 do not arise until we (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary. (F)

See also term 5.18 above.

6.16 Where you make a notification under term 5.18, we must respond to you confirming:

SAMPLE

a. whether we consider the repair is necessary,
b. whether the repair is the responsibility of you or us, and
c. if the repair is our responsibility, when the repair will be undertaken and completed. (S)

Access

6.17 We may enter the dwelling at any reasonable time for the purpose of:

a. inspecting its condition and state of repair, or

b. carrying out works or repairs needed in order to comply with terms 6.1, 6.2, 6.6 to 6.8 above. (F)

6.18 We must give you at least 24 hours' notice before exercising its right of access under term 6.17. (F)

6.19 We may enter the dwelling at any reasonable time (having given at least 24 hours' notice) for the purpose of:

a. inspecting or carrying out works or repairs to communal areas, adjacent properties or any other land belonging to us;

b. carrying out works (including improvements) to the dwelling or to any of our fixtures and fittings in the dwelling which may not necessarily fall within our obligations set out in terms 6.1, 6.2 and 6.6 to 6.8;

c. dealing with any health or safety issue, carrying out pest control or disinfestation work to the dwelling or adjacent property;

d. dealing with, repairing or removing any unauthorised alteration or improvement to the dwelling;

e. complying with any statutory and regulatory obligations including but not limited to obligations relating to gas, electrical and fire safety;

f. inspecting the dwelling for any other purposes not necessarily covered by 6.17(a) (A)

6.20 Where the dwelling forms part only of a building, and in order to comply with terms 6.1, 6.2 and 6.6 to 6.8 above we need to carry out works or repairs in another part of the building, we are not liable for failing to comply with terms 6.1, 6.2 and 6.6 to 6.8 if we do not have sufficient rights over that other part of the building to be able to carry out

SAMPLE

the works or repairs, and we were unable to obtain such rights after making a reasonable effort to do so. (F)

Access to the dwelling in an emergency

6.21 If we need to enter the dwelling without notice in the event of an emergency and you do not provide access immediately, we may enter the dwelling without your permission. (S)

An emergency includes:

a. something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and
b. something which, if not dealt with by us immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling. (S)

6.22 If we enter the dwelling in accordance with term 6.21, we must use all reasonable endeavours to notify you that we have entered the dwelling, as soon as reasonably practicable after entry. (S)

6.23 We may require you to vacate your home, possibly overnight or for a longer period, on a temporary basis but only where this is necessary to enable us to carry out essential works or repairs. We would provide you with reasonable alternative accommodation for this period and meet your reasonable expenses incurred whilst you were living away from the dwelling. (A)

Reasonable period of time

6.24 We comply with our obligations under terms 6.1b, 6.6 and 6.7 if we carry out the necessary works or repairs within a reasonable time after the day on which we become aware that they are necessary. (F)

Making good damage caused by works

6.25 We must make good any damage caused by works and repairs carried out in order to comply with our obligations under terms 6.1 to 6.2 and 6.6 to 6.8 above. (F)

SAMPLE

Imposing obligations on the contract-holder

6.26 We may not impose any obligation on you in the event of you enforcing or relying on our obligations under terms 6.1 to 6.2 and 6.6 to 6.8 above. (F)

New landlords

6.27 If -

a. we transfer our interest in the dwelling to another person (the “new landlord”), and
b. we (or where we are joint landlord with at least one other person, any one of us) is aware before the date of the transfer that works or repairs are necessary in order to comply with terms 6.1 or 6.6 or 6.7,
c. the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before. (F)

Prohibited conduct

6.28 Where you report to us conduct that is prohibited under terms 5.1 to 5.5 on the part of anyone living in property belonging to us (including property occupied by you), we must give you appropriate advice. (S)

Repayment of rent relating to any period falling after this contract

6.29 Within a reasonable period of time at the end of this contract, we must repay to you any pre-paid rent which relates to any period falling after the date on which this contract ends. (S)

7. TERMINATION OF THE CONTRACT AND LEAVING YOUR HOME

Permissible Termination

7.1 This contract may be ended only in accordance with:

SAMPLE

a. the fundamental terms of the contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in the contract in accordance with Part 9 of the Act, or

b. an enactment. (MF)

7.2 Term 7.1 does not affect:

a. any right of yours or ours to rescind the contract, or

b. the operation of the law of frustration.[15] (MF)

By agreement

7.3 If we and you agree to end this contract, this contract ends:

a. when you give up possession of the dwelling in accordance with what has been agreed, or

b. if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract. (F)

7.4 An occupation contract is a substitute occupation contract if:

a. it is made in respect of the same (or substantially the same) dwelling as the original contract, and

b. you were also the contract-holder under the original contract. (F)

By you

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

a. us giving you a written statement of the contract under term 9.1, or

b. the occupation date. (F)

7.6 To end this contract under term 7.5, you must give a notice to us stating that you are ending the contract. (F)

7.7 On giving us the notice under term 7.6, you:

[15] The law of frustration would operate where, for example, a contract is set aside due to circumstances rendering it impossible to comply with it.

SAMPLE

a. cease to have any liability under this contract, and

b. become entitled to the return of any deposit, rent or other consideration given to us in accordance with this contract. (F)

7.8 You may end the contract by giving us notice that you will give up possession of the dwelling on a date specified in the notice. (F)

7.9 The date specified in a notice under term 7.8, may not be less than four weeks after the day on which the notice is given to us. (F)

7.10 If you give up possession of the dwelling on or before the date specified in a notice given under terms 7.8 and 7.9, the contract ends on the date specified in the notice. (F)

7.11 If you give up possession of the dwelling after that date but in connection with the notice, the contract ends:

a. on the day on which you give up possession of the dwelling, or

b. if an order for possession is made, on the date determined in accordance with terms 8.21 to 8.23.[16] (F)

7.12 Your notice ceases to have effect if, before the contract ends:

a. you withdraw the notice by further notice to us, and

b. we do not object to the withdrawal in writing before the end of a reasonable period. (F)

By your death

7.13 If you are the sole contract-holder under this contract and die, the contract ends:

a. one month after your death, or

b. if earlier, when we are given notice of your death by:

i. your personal representatives, or

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

[16] These are the terms that correspond to section 206 of the Act.

SAMPLE

7.14 This contract does not end if one or more persons are qualified to succeed the contract-holder pursuant to the Act. (MF)

7.15 This contract does not end if, on your death, a family property order has effect which requires you to transfer this contract to another person. If, after your death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends:

a. when the order ceases to have effect, or

b. if later, at the time the contract would end under term 7.13. (MF)

Breach of contract

7.16 If you breach this occupation contract, the landlord may on that ground make a possession claim. (F)

7.17 If we make a possession claim on this basis, the court may not make an order for possession on that ground unless it considers it reasonable to do so.[17] Reasonableness is to be determined in accordance with schedule 10, the Act. (F)

False statements

7.18 If we are induced to make this contract by means of a false statement made knowingly or recklessly by you, or another person acting at your instigation -

a. you are to be treated as being in breach of this contract, and

b. we may accordingly make a possession claim on the ground in terms 7.16 to 7.17 (breach of contract). (MF)

Repudiatory breach by landlord

7.19 If we, as the landlord under this contract, commit a repudiatory breach[18] of this contract and you give up possession of the dwelling because of that breach, the contact ends when you give up possession. (F)

[17] Section 209(2) of the Act.

[18] A repudiatory breach is a breach which is so serious that it goes to the heart of the contract (and deprives the innocent party of the benefit of it), and means you are entitled to treat yourself as no longer bound by it

SAMPLE

Termination of occupation contract with joint contract-holders

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

Your obligations at the end of the occupation contract

7.21 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 us 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 terms of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling. (S)

7.22 You must make sure that no one who was living with you in the dwelling stays in occupation after you have left. You must leave the dwelling and our fixtures and fittings in a lettable condition and repair (subject to fair wear and tear and the other conditions of this contract). (A)

7.23 When you vacate the dwelling at the end of the occupation contract, you must not leave a debt on any meter for the supply of electricity, gas or other fuel, or water services. (A)

7.24 We do not accept any responsibility for anything you leave at the dwelling at the end of your contract. Therefore you must take everything with you. If you leave anything behind which has a value (i.e. someone else would buy it) we may at our sole discretion remove it and store it for a maximum of one month. We will notify you at the last known address we have for you if we have done this. If the items are not collected within one month we will dispose of the items and you will be liable for the reasonable costs of disposal over and above the value obtained from selling the item(s). (A)

8. POSSESSION CLAIMS AND NOTICES

SAMPLE

8.1 We may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 to 5 and 7, the Act. (MF)

Possession notices

8.2 This term, and term 8.3, apply in relation to a possession notice which we are required to give you under any of the following terms before making a possession claim in relation to:

a. terms 7.16 to 7.17 (breach of contract by you); and/or

b. terms 8.6 to 8.15 (estate management grounds); and/or

c. terms 7.8 to 7.9 (a contact-holder's notice). (F)

8.3 A possession notice must (in addition to specifying the ground on which the claim will be made):

a. state our intention to make a possession claim,

b. give particulars of the ground for seeking possession, and

c. state the date after which we are able to make a possession claim. (F)

Timing of notices and claims

8.4 We may make a possession claim:

a. for a breach of terms 5.1 to 5.5 (anti-social behaviour and other prohibited conduct), on or after the day on which we give you a possession notice specifying a breach of that term;

b. for a breach of any other term of this contract, after the end of the period of one month starting with the day on which we give you a possession notice specifying breach of that term. (F)

8.5 In either case set out at term 8.4, we may not make a possession claim after the end of the period of six months starting with the day on which we give you the possession notice. (F)

Estate management grounds

SAMPLE

8.6 We may make a possession claim on one or more of the estate management grounds. (F)

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

8.8 The court may not make an order for possession on an estate management ground unless –

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

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

8.9 If the court makes an order for possession on an estate management ground (and on no other ground), we must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling. (F)

8.10 Term 8.9 does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground). (F)

8.11 Before making a possession claim on an estate management ground, we must give the contract-holder a possession notice specifying that ground. (F)

8.12 We may not make the claim:

a. before the end of the period of one month starting with the day on which we give you the possession notice, or

b. after the end of the period of six months starting with that day. (F)

8.13 If a redevelopment scheme is approved under Part 2 of schedule 8 to the Act subject to conditions, we may give you a possession notice specifying estate management Ground B before the conditions are met. (F)

8.14 We may not give you a possession notice specifying estate management Ground G (accommodation not required by successor):

a. before the end of the period of six months starting with the day on which we (or in the case where we are joint landlords, any one of us) became aware of the previous contract-holder's death, or

SAMPLE

b. after the end of the period of twelve months starting with that day. (F)

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

Court proceedings due to a failure to give up possession after a notice given by you

8.16 If you fail to give up possession of the dwelling on the date specified in a notice under term 7.8 (contract-holder's notice), we may on that ground make a possession claim. (F)

8.17 If the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights). (F)

8.18 Before making a possession claim on this ground we must give you a possession notice specifying that ground. (F)

8.19 We may not give you a possession notice specifying this ground after the end of the period of two months starting with the date specified in the notice under term 7.8 as the date on which you would give up possession of the dwelling.(F)

8.20 We may make the possession claim on or after the day on which we give you the possession notice. But we may not make the possession claim after the end of the period of six months starting with that day. (F)

Effect of order for possession

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

a. if you give up possession of the dwelling on or before that date, on that date,

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

c. if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed. (F)

SAMPLE

8.22 Term 8.23 applies if:

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

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

8.23 This contract ends immediately before the occupation date of the new contract. (F)

9. WRITTEN STATEMENTS AND THE PROVISION OF INFORMATION

9.1 We must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date. (F)

9.2 If there is a change in the identity of the contract-holder under an occupation contract, we must give the new contract-holder a written statement of the contract before the end of a 14-day period starting with:

a. the day on which the identity of the contract-holder changes, or

b. if later, the day on which we (or where we are joint landlord, any one of us) becomes aware that the identity of the contract-holder has changed. (F)

9.3 We may not charge a fee for any written statement provided in accordance with terms 9.1 and 9.2. (F)

9.4 You may request a further written statement of this contract at any time. (F)

9.5 We may charge a reasonable fee for providing a further written statement under term 9.4. (F)

9.6 We must give you the further written statement before the end of 14 days starting with:

a. the day of the request, or,

b. if we charge a fee, the day on which you pay that fee. (F)

9.7 Within a period of 14 days starting on the day on which this contract is varied, we must give you:

SAMPLE

a. a written statement of the term or terms varied, or

b. a written statement of the occupation contract as varied. (F)

9.8 Term 9.7 above does not apply where we have given notice in accordance with terms

a. 3.4 to 3.6 (variation of rent); and/or

b. 10.4(b) and 10.5-10.7 (variation of supplementary and additional terms). (F)

9.9 We may not charge a fee for providing a written statement under term 9.7. (F)

9.10 We must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for us. (F)

9.11 The landlord has given you notice of an address at term 1.11 (in section 1: key matters) of this contract. (A)

9.12 If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which they become the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord. (F)

9.13 If the address to which you may send documents that are intended for us changes, we must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address. (F)

9.14 If we fail to comply with an obligation under terms 9.10 and 9.12 to 9.13, we are liable to pay you compensation under section 87 of the Act.[19] (F)

9.15 The compensation is payable from the first day of the period before the end of which the landlord was required to give the notice ("relevant date") and every day after the relevant date until:

a. the day on which we give the notice in question, or

b. if earlier, the last day of the period of two months starting with the relevant date. (F)

9.16 Interest on the compensation is payable if we fail to give you the notice on or before the day referred to in term 9.15b. The interest starts to run on the day referred to in

[19] The amount of compensation payable in respect of a particular day is equivalent to the amount of rent payable under the contract in respect of that day. Under this contract, the rent is payable weekly and so the amount payable in respect of a single day is the appropriate proportion of the rent payable in respect of the period in which that day falls.

SAMPLE

term 9.15b, at the rate prevailing under section 6, Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day. (F)

9.17 Where the landlord is liable to pay you compensation under section 87 of the Act the contract-holder may set off that liability against rent. (F)

10. VARIATIONS

10.1 This contract may not be varied except in accordance with:

a. sections 104 to 107, the Act; or

b. by or as a result of an enactment. (MF)

10.2 A variation of this contract (other than by or as a result of any enactment) must be in accordance with section 108 of the Act. (MF)

10.3 Some fundamental terms of secure contract may be varied by agreement between the landlord and you. (F)

a. The following cannot be varied unless they are varied as a result of an enactment:

- terms 10.1b and 10.2 (variation of a secure contract),
- terms 3.8-3.10 (requirement to use deposit scheme),
- terms 4.23-4.26 (joint contract-holder ceasing to be a party to the occupation contract),
- terms 5.1 to 5.5 (anti-social behaviour and other prohibited conduct),
- terms 7.1-7.2 (permissible termination),
- term 8.1 (possession claims),
- terms 7.13-7.15 (death of sole contract-holder), and,
- term 7.18 (securing contact by use of false statement). (MF)

b. A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect unless as a result of the variation:

- the fundamental provision which the term incorporates would be incorporated without modification, or
- the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but the effect of this would be that the position of the contract-holder is improved. (MF)

SAMPLE

c. A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect if the variation would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which term 10.3a applies. (MF)

d. A variation of a term of a secure contract is of no effect if it would render any term of the 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). This does not apply to a variation made as a result of an enactment. (MF)

10.4 A supplementary or additional term of a secure contract may be varied (subject to term 10.3):

a. by agreement between the landlord and you, or

b. by the landlord giving a notice of variation to you. (F)

10.5 Before any notice of variation under term 10.4b, 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 (the specified time must give you a reasonable opportunity to comment). (F)

10.6 Any notice under term 10.4b, must specify the variation effected by it and the date on which the variation takes effect. 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. (F)

10.7 The period between the day on which the notice of variation under terms 10.4b is given to you and the date on which the variation takes effect may not be less than one month. (F)

11. OTHER MATTERS

Consultation

SAMPLE

11.1 Save as set out in section 10, we will consult you on matters affecting your home and your contract, before making changes in matters of housing management or maintenance, which are likely to have a substantial effect on your contract. (A)

11.2 We will encourage contract-holders' involvement in the deciding of housing management and maintenance policies and the monitoring of their implementation. (A)

Right to information

11.3 In addition to the rights already set out in this contract, you have a right to information about us, the terms of this contract, our repairing obligations, our policies and procedures on contract-holder consultation, housing allocation and transfers, and our performance as your landlord. (A)

Complaints

11.4 We have a procedure for dealing with complaints you raise on any matter arising from this contract. The procedure shall operate in accordance with the requirements of the Welsh Government as laid down from time to time. We shall provide you with details of the procedure at the beginning of the contract and inform you of any changes. (A)

11.5 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Public Services Ombudsman for Wales. (A)

Data protection

11.6 Your privacy and security is important to us. We will process any personal data in relation to the contract-holder in accordance with our Privacy Policy available at www.barcud.cymru. (A)

SAMPLE

ANNEX A – Estate management grounds for possession

NB references to “section xx” in this annex are references to sections of the Renting Homes (Wales) Act 2016

Ground A (building works)

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)

(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.

Ground C (charities)

(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).

SAMPLE

Ground D (dwelling suitable for disabled people)

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

(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)

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,

SAMPLE

(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).

Ground G (reserve successors)

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)

(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.

Ground I (other estate management reasons)

(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.

SAMPLE

Annex B

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

1. Any notice or other document (including a copy of a document) required or authorised to be given or made or because of the Act must be in writing and may need to be a prescribed form[20] (or a form substantially to the like effect).

2. Any such notice or document may be in electronic form provided it has the certified electronic signature of each person by whom it is required to be signed or executed and it complies with any other conditions the Welsh Ministers may prescribe. Such a document will be treated as signed or executed by each person whose certified electronic signature it has.

3. If a notice or document in electronic form is authenticated by a person as agent, it is to be regarded as authenticated by that person under the written authority of that person's principal.

4. The giving of any notification and/or document (including any notice or a copy of a document) may be carried out as follows.

   a. By delivering it to the person; or,

   b. by leaving it at, or posting it to: (i) the person's last known residence or place of business; or, (ii) any place specified by the person as a place where a person may be given notifications or documents; or, (iii) the dwelling under this occupation contract (if the notification or document is given to a person in that person's capacity as a contract-holder); or,

   c. sending it to a person in electronic form so long as (i) the person has indicated a willingness to receive the notification or document electronically; (ii) the text

[20] Prescribed by the Welsh Ministers.

SAMPLE

is received by the person in legible form; and (iii) the text is capable of being used for subsequent reference.

5. Where a notification or document is left in any of the places mentioned in 4 above, it is to be treated as having been given at the time at which it was left at that place.

6. Any notification or document may be given to a body corporate by being given to the secretary or clerk of that body.

SAMPLE

ANNEX C

Explanatory section - succession[21]

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.

SAMPLE

[21] The Act provides for statutory succession which is explained here.

Annex D – Service Charges

[ADD]

SAMPLE

Annex E – Payment of arrears

[ADD IF RELEVANT]

SAMPLE

Annex F - Schedule of any fundamental or supplementary terms not incorporated into this contract

1. No fundamental terms have been removed from this contract.
2. The following supplementary terms are not incorporated into this occupation contract.

Term Not Incorporated	Statutory Reference
The contract-holder must occupy the dwelling as the contract-holder's only or principal home during the term of the occupation contract Where there are joint contract-holders at least one of the contract-holders must occupy the dwelling as their only or principal home during the term of the occupation contract	Regulation 20 of the Renting Homes (Supplementary Provisions) (Wales) Regulations 2022/2

SAMPLE

FORM RHW2

NOTICE OF LANDLORD'S ADDRESS

This form is for use by a landlord to give notice to a contract-holder under section 39(1) of the Renting Homes (Wales) Act 2016 of an address to which documents intended for the landlord may be sent.

Part A: Landlord	Part B: Contract-Holder(s)
Name: **Barcud Cyf** Address: **Unit 4, Pont Steffan Business Park** **Station Terrace** **Lampeter** **Ceredigion** **SA48 7HH**	Name(s):

Part C: Dwelling
Address:

Part D: Notice of Landlord's Address
Address: **Unit 4, Pont Steffan Business Park** **Station Terrace** **Lampeter** **Ceredigion** **SA48 7HH** This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord.

Part E: Signature	
Signed by, or on behalf of, the landlord:	Date:
……	……

SAMPLE