



SECURE OCCUPATION CONTRACT

Valleys To Coast Housing Limited
(CONVERSION OF ASSURED TENANCY AGREEMENT)

o'r Cymoedd i'r Arfordir
from Valleys to Coast



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CONVERTED SECURE OCCUPATION CONTRACT – EXPLANATORY INFORMATION

This is the written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 (“the Act”). The contract is between you, as the ‘contract-holder’ and the ‘landlord’.

Your landlord must give you a free written statement, free of charge, within six months of 1 December 2022, which is the date your previous tenancy or licence agreement converted to an occupation contract. If you did not receive a copy of this written statement (including electronically, if you have agreed to receive the written statement in an electronic form) within six months of 1 December 2022, which is the date your previous tenancy or licence agreement converted to an occupation contract, for each day it is late, the landlord may be liable to pay you compensation, equivalent to a day’s rent, up to a maximum of two months’ rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

- **key matters** – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration¹) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)).
- **fundamental terms** – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act.² However, others can be left out or changed once the landlord has given you a written statement of the occupation contract, but only if you and the landlord agree to do that and it benefits you as the contract-holder.
- **supplementary terms** - these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, those supplementary terms that are incompatible with the terms of your tenancy or licence agreement prior to its conversion to an occupation contract, will be left out of the occupation contract. This ensures you do not lose

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

² 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.

rights you have agreed under your previous contract. Once the landlord has given you a written statement of occupation contract, these supplementary terms can be left out or changed, either to benefit you or the landlord as long as you and the landlord agree. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement.

The terms of your contract may also include:

- **additional terms** – these are the terms of the tenancy or licence agreement contract, agreed by you and the landlord prior to its conversion to an occupation contract, which continue to have effect. However, any existing term which is incompatible with any fundamental term must not be included in this written statement.

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms, or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a secure contract, which means that it is periodic and continues from one rental period to the next (typically from month to month or week to week). It also means that you cannot be evicted without a court order, unless you abandon the dwelling.

Before a court makes such an order the 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 this contract (which includes any arrears of rent, engaging in anti-social behaviour or other prohibited conduct, and 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 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be available when the order takes effect) and it is reasonable to evict you.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract, you may find the answer on the Welsh Government's website along with other relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

PART 2

This secure occupation contract is available in Welsh and other languages and on tape or in Braille. If you require one of these versions, please ask.

SECURE OCCUPATION CONTRACT - KEY MATTERS

This contract is between:

- (1) Valleys to Coast Housing Limited** (called 'the landlord' 'we', 'our' or 'us' in this agreement). The landlord is registered with the Welsh Government under Section 3 of the Housing Act 1996.

Address: Tremains Business Park, Tremains Road, Bridgend, CF31 1TZ.

AND

- (2) Your full name(s)**

Called 'you' or the 'the Contract holder(s)' in this agreement. In the case of joint contract holders, 'you' means each joint contract holder named above. Each of you individually has the full responsibilities and the rights set out in this agreement.

IT RELATES TO:

Called 'your home' or 'the dwelling' in this agreement.

Description of

your home: **[insert description of the dwelling]**

In this agreement "your home" means the dwelling and includes fixtures and fittings and any garden, paths, hedges and/or fences, garages and outbuildings owned by the landlord, which are included in this agreement.

The initial Rent is £ per week/month/.....(delete as applicable³)

The initial service charge is £ per week (see items listed in the Schedule attached. You must pay this in addition to the rent.

The initial support charge is £ per week (see items listed in the Schedule attached. You must pay this in addition to the rent.

Total Rent/Service Charge and Support Charge: £.....

The first payment is to be made on

And further payments are to be made on

You can contact the landlord by:

Post: Tremains Business Park, Tremains Road, Bridgend, CF31 1TZ.

By telephone: 0300 123 2100

By email: TheHub@v2c.org.uk

You have paid a deposit of £ _____ N/A

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

.....

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

³ Where other consideration is due, the details must be set out here. "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

.....
Please sign below as evidence of your agreement to this contract:

Contract holder(s):

Name.....

Signature.....

Date

Name.....

Signature

Date.....

I/We have read, understood and accepted the terms and conditions contained within this secure occupation contract. If there is more than one contract holder then each of you must sign. (Note that in the case of joint contract holders each of you individually has the full responsibilities and the rights set out in this agreement)

Landlord:

Name.....

Signature.....

Date:.....

Signed on behalf of Valleys to Coast Housing Limited

PART 3

SECURE OCCUPATION CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of the secure contract are set out in this part.

Fundamental terms that cannot be left out of this contract or changed⁴ 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.

Text omitted from a fundamental or supplementary term has been ~~struck through~~. Any new text is shown in CAPITALS.

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.

Words in *italics* are for explanation only and do not form part of the terms of this contract for legal purposes.

⁴ 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.

INDEX

The terms are arranged under the following headings and in the following order:

CONTENTS:

1. Rent and other charges
2. Deposit
3. Occupation of the dwelling
4. Prohibited conduct
5. Control of the dwelling
6. Care of the dwelling - contract holders obligations
7. Care of the dwelling - landlords obligations
8. Making changes to the dwelling or the amenities
9. Security and safety of dwelling: contract holders responsibilities
10. Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage
11. Provisions about joint contract holders
12. Termination of contract: general
13. Termination by contract-holder
14. Termination by the landlord: possession claims and possession notices
15. Termination by the landlord: grounds for making a possession claim
16. Court's order of possession
17. Variation
18. Written statements and the provision of information by landlord
19. Other matters

Annex 1: Service Charge Schedule

Annex 2: Estate Management Grounds

TERMS

Rent and other charges

Receipt of rent or other consideration (S)

1. Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration⁵ paid or provided under the contract.

Payment of rent – additional terms (A)

- 1A. (1) The weekly payments for your home at the date of this agreement are set out in the Key Matters. In this agreement the word 'Rent' refers to the Rent set out in the Key Matters as varied from time to time by us under the terms of this contract.
- (2) You must pay the Rent and (if they apply) service and support charges to us in advance on Monday of every week. If we accept Rent and charges at any other time this does not mean we have agreed to vary your obligation to pay Rent, service and support charges.
- (3) We will consult with contract-holders if we wish to change the ways in which you pay your Rent.
- (4) If you do not pay your rent we can go to court to evict you from your home (see **Term 53**). If you have any difficulty paying your Rent you should contact your Community Housing Partner.
- (5) If you are joint contract holders you are each responsible for all the Rent and for all the Rent that is owed. We can get back all Rent that is owed for your home from any jointcontract holder. So if one contract holder leaves then the other contract holder or contract holders are responsible for any Rent that may still be owed.

Service charges (where applicable) (A)

- 1B. (1) You must pay the variable service charge for the dwelling for the service charge items as listed in the annexed schedule (Annex 1).
- (2) We can only make reasonable service and support charge demands, and the services, support or work provided must be of a reasonable standard. If you believe that your service or support charge is unreasonable (in terms of

⁵ "Other consideration" could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

the amount charged or standard of work) you may be able to apply to a Leasehold Valuation Tribunal for a decision as to what is reasonable. Further details are given in your Contract Holder's Handbook.

(3) With effect from 1 April [REDACTED], we may increase your service and support charges (if they apply) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services or support provided.

(4) Each year, at the end of March, we will estimate the sum we are likely to spend in providing services and support to you over the coming year. That will be the charge we will ask you to pay for the year.

(5) At the same time, we will work out how much we have actually spent on providing services and support for you in the previous year. If we have overcharged you, we will reduce your charge for the coming year. If we have undercharged you, we will increase your new service or support charge. [If there would be a significant increase in the amount of the charges, we may introduce this increase gradually over a number of years.]

(6) We will give you a certificate showing what is included in your Service Charge. When you receive your certificate, you have the right, within six months of receiving the certificate, to examine the Service Charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will make a small charge to cover the cost of any copy.

(7) We will provide the Services (if any) listed in the Schedule. Following consultation with contract-holders affected we may increase, add to, remove, reduce, or vary the services provided or introduce new services. Any change in the services we provide may affect the amount of any Service Charge you pay. Any variation of this contract will comply with Term 60.

(8) We will provide any support services (as listed in term 1E(2)) as may be required by you throughout the period of your contract and for as long as the provisions of the Transitional Housing Benefit Scheme (introduced by the Housing Benefit (General) Amendment (No. 3) Regulation 1999) relate to the agreement.

What is not included in the Rent or service and support charges (A)

- 1C. The Rent does not include water charges, electricity or gas charges or anything you have to pay to the local council such as Council Tax. If we have to pay something like this for you, then you must pay us back as soon as we write and ask you to.

Housing benefit (A)

- 1D. (1) We will provide you with help and advice on claiming Housing Benefit.

(2) You may agree to give your consent to the relevant authority for the payment direct to us of any Housing Benefit (or equivalent State assistance which may replace Housing Benefit) which you may claim as part or whole payment of your Rent and (if applicable) Service Charge. We will credit your Rent Account with the amount of Benefit when we receive it.

(3) If your circumstances change so that your entitlement to Housing Benefit is affected (for example, by taking in a lodger or sub-letting your home - see terms 35, 35A and 35B) you must inform both the authority and us at once. We will reclaim from you any overpayment which is lawfully recoverable by the authority from us. This may place you in arrears.

Supporting People (where applicable) (A)

1E. (1) We may provide you with support services, which will be indicated by a charge for support and counselling fees in the heading "Payments for your home" in the Key Matters section and/or the annexed service charge schedule, for which you will pay a variable service charge. You must pay any charges indicated.

(2) If we provide you with support services, then those services may include the provision of general counselling and support in relation to all or any of the following:

- (a) Maintaining the security of your home
- (b) Maintaining the safety of your home
- (c) Standard of conduct required
- (d) Paying the Rent
- (e) Maintaining your home in an appropriate condition
- (f) Giving up the contract at the appropriate time
- (g) Contact with others to ensure your welfare
- (h) Other support services (excluding personal care)

(3) We may vary the support and counselling fees in the same manner as we may vary your service charge (see Term 1B for details). In varying the support and counselling fees, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

(4) You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

(5) If, instead of us providing you with support services, a support provider provides you with such support services as are listed in paragraph 2 above, then you shall be responsible for entering into a separate agreement with that

service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this contract.

(6) If you require us, or anyone else, to provide you with the support services referred to in paragraph 2 above, then you will be required to work with the support worker, and to allow the support worker to have reasonable access to your home at such times as may be necessary for the support worker properly to carry out their duties.

Arrears and advance payments (A)

1F. (1) If when we granted you the tenancy which converted into this occupation contract, you had made any advance payments or you were in arrears of Rent or Service Charge in respect of your home then we will:

(a) credit (carry forward) the amount of any advance payment to your Rent account; or (if applicable)

(b) debit (carry forward) the amount of any arrears to your Rent account.

For the avoidance of doubt you agree that any arrears of Rent or Service Charge in respect of your home before the date of the tenancy agreement which converted into this occupation contract will be regarded as arrears under this contract and may be claimed by us as if this contract had not been granted.

(2) When this contract ends, you must pay us any Rent, charges or costs which you owe immediately.

(3) If you leave your home to become the contract-holder of another property owned by us:

(a) we will be entitled to use all payments made on your new home to pay off any arrears on your old home, which may create arrears on your new home; or

(b) we will also be able to use any surplus Rent payments made on your old home to pay the Rent on your new home.

(4) You must produce your rent card if we need to make any changes or carry out a check.

(5) If you ask, we will give you an up-to-date record of your rent account. We will also send you a record of your rent account every 6 months.

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

2. You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation⁶.

Right of set off⁷ (F+)

3. If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent⁸.

Variation of rent⁹ (F+)

4. (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 must specify a date which is not less than one year (or such period as specified under the Act or regulations made under the Act if different) after the last date on which a new rent took effect under the tenancy which converted into this contract' 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.

Variations of rent – additional terms (A)

- 4A. Any increases in rent will not be more than the amount which would have been set by the Rent Assessment Committee if it had jurisdiction to consider Rent increases under this contract. For the avoidance of doubt, the Rent Assessment Committee does not have such jurisdiction under this contract nor the tenancy agreement which converted into it.

Variation of other consideration¹⁰ (F+)

5. (1) Where consideration other than rent is payable under this contract, the amount of consideration may be varied —
 - (a) by agreement between the landlord and you, or

⁶ 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.

⁷ This term only applies to contracts under which rent is payable.

⁸ 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.

⁹ This term only applies to contracts under which rent is payable.

¹⁰ This term only applies to contracts under which consideration other than rent is payable.

(b) by the landlord in accordance with paragraphs (2) to (4) of this term.

(2) The landlord may give you a notice setting out a new amount of consideration to take effect on the date specified in the notice.

(3) The period between the day on which the notice is given to you and the specified date may not be less than two months.

(4) Subject to that —

- (a) the first notice may specify any date, and
- (b) subsequent notices must specify a date which is not less than one year after the last date on which a new amount of consideration took effect.

Deposit

Form of security (F+)

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

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

7. ~~Requirement to use a deposit scheme (F)~~

~~1. (1) 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 scheme¹¹.~~

~~(1) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must —~~

- ~~(a) comply with the initial requirements of the authorised deposit scheme, and~~
- ~~(b) give you (and any person who has paid the deposit on your behalf) the required information.~~

~~(2) The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to —~~

- ~~(a) the authorised deposit scheme which applies,~~
- ~~(b) the landlord's compliance with the initial requirements of the scheme, and~~

¹¹ Information about authorised deposit schemes and links to the “required information” can be found on the Welsh Government’s website.

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

Section 45 of the Act ('Requirement to use a deposit scheme') does not apply to this contract by virtue of Schedule 12, paragraph 13A of the Act.

Occupation of the dwelling

Occupation of the dwelling (S)

8.

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

(2) 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 contract.

Occupation of the dwelling – additional term (A)

8A. You must move into your home at the start of the tenancy which converted into this occupation contract and not part with possession of your home or sublet the whole of it.

Prohibited conduct

Anti-social behaviour and other prohibited conduct¹² (F)

9. (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.

¹² 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).

(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.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts¹³ 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.

Anti-social behaviour and other prohibited conduct – additional term (A)

9A. You are responsible for the behaviour of everybody living in or visiting your home. This includes your children and lodgers. You are responsible for them in your home, on surrounding land, in shared areas (places such as stairs, landings, entrance halls, gardens, yards and parking areas which you share with other contract holders) and in the area around your home including any areas owned by us. This means in particular that you must not, by any act or omission – allow, incite or encourage any person (see Term 9(5)) from engaging in any of the following things listed in the Conditions below. **When we say "you" in terms 9B–9E it includes you and all the people you are responsible for.** Breaches of terms 9B-E may also amount to breaches of term 9.

Nuisance and anti-social behaviour (A)

9B. (1) You will not use or threaten to use menacing, abusive or violent behaviour towards any of our staff, contractors or contract holders or anyone living in,

¹³ 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.

visiting or engaging in a lawful activity in the locality of your home or in any areas owned by us.

(2) You will not do or threaten to do anything that is capable of causing nuisance, annoyance or disturbance to our other contract holders or to anyone living in, visiting or engaging in a lawful activity in the locality of your home. Examples of activities which may cause nuisance, annoyance or distress include:

- (a) loud music, radios or television;
- (b) loud arguing and shouting and door slamming;
- (c) playing ball games close to properties;
- (d) dog barking and fouling and other animal related problems;
- (e) offensive, abusive or threatening behaviour or language;
- (f) dumping of rubbish and fly-tipping;
- (g) vandalism of property;
- (h) repeated repairing of motor vehicles and nuisance from vehicles etc;
- (i) drinking alcohol in public places and drunken acts;
- (j) poor condition of garden;
- (k) misuse of public spaces including graffiti.

Illegal or immoral activities (A)

9C. You will not use or threaten to use the dwelling subject to this contract, including any common parts (see footnote 13) and any other part of the building comprising the dwelling for any criminal or illegal or immoral activity. Examples of such activities include (but are not limited to): -

- (a) prostitution;
- (b) selling drugs or drug abuse;
- (c) bringing in, storing, possessing or selling illegal drugs or other controlled substances;
- (d) distributing or dealing in racist material or pornography;
- (e) storing or selling stolen goods;
- (f) other criminal behaviour.

Harassment (A)

9D. You will not commit or threaten any form of harassment including harassment on the grounds of race, colour, age, religion, sex, disability or sexual orientation which may interfere with the peace and comfort of, or cause offence to any of our staff, contractors or contract holders or anyone living in, visiting or engaging in a lawful activity in the locality of your home, or which is likely to do so. Examples of harassment include (but are not limited to):-

- (a) racist behaviour or language;
- (b) using or threatening to use violence;
- (c) repeatedly using abusive or insulting words or behaviour;
- (d) stalking someone;
- (e) damaging or threatening to damage another person's home or possessions;
- (f) writing threatening, abusive or insulting graffiti;
- (g) intimidation etc;
- (h) other hate related behaviour.

Domestic violence (A)

- 9E. You will not inflict or threaten violence against anyone who lives with you, or harass or use mental, emotional, physical or sexual abuse so as to make anyone who lives with you leave the home.

Injunctions (A)

- 9F We reserve the right to seek injunctions to require you to comply with, or to stop you breaching, your obligations under this agreement. This may be in addition or as an alternative to any possession proceedings.

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

10. The landlord must give you appropriate advice if you report to the landlord conduct that is prohibited under term 9 on the part of anyone living in property belonging to the landlord including property occupied by you.

Duty to provide help and advice in relation to prohibited conduct – additional terms (A)

- 10A. (1) We will give you confidential help and advice if you report a nuisance or harassment. We will give you confidential help and advice if you tell us that you are the victim of anti-social behaviour even if the perpetrator does not have an occupation contract with us. We will look into your complaints and decide what action if any we can take. We will keep you informed of our decision.
- (2) If you wish to make a formal complaint this should preferably be in writing. This will provide us with evidence if and when any legal action becomes necessary.
- (3) We will always visit anyone who makes a formal complaint within three working days. If further action is required this will initially involve visits and/or letters to the other party or parties involved.

Control of the dwelling

Use of the dwelling by the contract-holder (S)

11. You must not carry on or permit any trade or business at the dwelling without the landlord's consent.

Business use – additional terms (A)

- 11A. You must not run a business from your home or any garage or outbuilding which is within the boundaries of your property without getting our written consent. We will not allow you to run any business that we believe may cause a nuisance to other people or damage your home. We will not refuse our consent unreasonably. If after we have given consent, the business causes a nuisance, we will give you reasonable notice that we will withdraw the consent. You must not display any notice or signboard about your business

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

12. You may permit persons who are not lodgers¹⁴ or sub-holders¹⁵ to live in the dwelling as a home.

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

13. (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 Act¹⁶).
- (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

¹⁴ 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.

¹⁵ Section 59(3) of the Act provides that a "sub-holder" means the contract-holder under the sub-occupation contract.

¹⁶ 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 property, 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 20 and 21 of this contract.

- (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.

Your right to live in your home (A)

13A. We will not interfere with your right to live peacefully in your home unless:

- (a) we need access to inspect the condition of your home (including carrying out scheduled periodic tenancy visits) or to carry out repairs (other than response repairs) or other works to your home or adjoining property, or to carry out annual checks of gas equipment, as required by gas regulations (we will give you a minimum of 24 hours notice but will aim to give more notice where possible except in the case of emergency – see terms 14 and 15); or
- (b) we are entitled to possession at the end of this agreement; or
- (c) we have obtained a court order to exclude you from your home; or
- (d) we require access during the last month of this agreement to carry out a pre-termination of tenancy inspection; or
- (e) to check on your safety or welfare where there may be reasonable cause for concern; or
- (f) we need to make your home safe because we believe it has been abandoned and you no longer live there.

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

14. (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 20 and 21 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 20 and 21 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 20 and 21 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.

Landlord's right to enter the dwelling – Emergencies (S)

15. (1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.
- (2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.
- (3) If the landlord enters the dwelling in accordance with paragraph (2) of this term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.
- (4) For the purposes of paragraph (1) of this term, 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.

Care of the dwelling – contract-holder's responsibilities

Duty to take care of the dwelling (S)

16. You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must —
- (a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in 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 you, any permitted occupier¹⁷, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

Decorating the inside of your home (A)

- 16A. You must keep the inside of your home in a clean and well-maintained condition and reasonably decorated. You must not apply textured plaster such as Artex, to walls without getting our written agreement. You must not fit polystyrene tiles on the walls or ceilings.

Repair of appliances (A)

- 16B. You are responsible for repairing and maintaining your own appliances such as cookers, gas fires and any improvement you have put in yourself (unless you have an agreement for us to repair and maintain it). You must make sure that your own equipment meets current safety standards or regulations.

Gardens and fences (A)

- 16C. You will keep any garden in good order and not allow it to become overgrown or allow rubbish, disused equipment or other debris to accumulate. You must first obtain our written permission before any tree, hedge, fence or wall is cut down, removed, altered, put up or planted. If this is not done we may charge you a fair proportion of the cost of any works needed to put these areas in a clean and tidy condition.

Inflammable materials (A)

- 16D. You must not bring into, store or use in your home or any part of the building any inflammable materials, including any heating or lighting appliance containing a reservoir of liquid or gas fuel. Bottled gas may only be kept and used strictly in accordance with the manufacturer's instructions.

Communal areas in flats and maisonettes (A)

- 16E. (1) You will share with other occupiers in flats and maisonettes the responsibility for keeping shared areas (e.g. halls, landings and staircases in blocks of flats) clean, tidy and free of litter and obstructions. If this is not done we may charge you a fair proportion of the cost of any works needed to put these areas in a clean and tidy condition.

¹⁷ 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.

(2) You must not obstruct or leave items upon the stairs, lifts, corridors, doorways, pathways or any common parts of the building and surrounding land.

(3) You must not bring into any part of the building any motorcycle, moped or any machinery having a fuel engine.

Rubbish storage and drains (A)

16F. (1) You must ensure that all rubbish is stored in suitable secure containers and that such containers are kept in a suitable place or designated storage area and made available for collection at appropriate times

(2) You must take all reasonably practicable steps to ensure that drains and sewers are kept free from blockage and conform to sanitary standards.

Parking and vehicles (A)

16G. (1) You must not park any motor vehicle, caravan or trailer within the boundaries of your home unless a proper footpath crossing and garage, driveway or other paved area meant for parking has been constructed. If you wish to construct a parking area or driveway you must obtain our written permission before any building work begins.

(2) You agree not to park, or allow to be parked, any vehicle on any grass verge, footpath or open amenity area in the vicinity of your home unless you have our written agreement. This includes any vehicle owned by visitors to your home.

(3) You must not carry out repairs to vehicles on a regular basis other than to your own vehicle or the vehicle of any person lawfully living at your home. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.

(4) You must not park any vehicle which is not in a roadworthy condition that is causing or may cause a nuisance on communal land owned by Valleys to Coast Housing, including car parking areas or garage sites.

Pets (A)

16H. (1) You must not keep any animal that we decide is not suitable for your home. If you are not sure whether an animal is suitable, please ask us.

(2) Your pets must not annoy, frighten or cause a nuisance to other people and you must keep them under control at all times. You must not let your animal foul shared areas and public places.

(3) You must not keep more than a reasonable number of animals. When we consider what a reasonable number is, we will take into account the

neighbourhood, the type and size of your home, the number of people who live in your home and the type and size of your pet.

(4) If you keep dogs classed as dangerous by the Dangerous Dogs Act 1991, you must hold an exemption certificate.

(5) You must not keep any pet in poor unclean conditions.

Damage to property (A)

16l. (1) You must not interfere with security or safety equipment (such as door entry systems and closed circuit television systems) in communal areas and entrances.

(2) You must not damage, deface or put graffiti on any part of your home or the estate or block where your home is, or anything belonging to us or the Council or any adjoining owner or anyone else. If you do so, we may require you to pay the cost of repair and cleaning and putting the damage right.

(3) You must take every reasonable precaution to prevent damage to your home (including from frost, fire or explosive materials).

(4) You must test smoke detectors regularly and replace batteries in battery-operated smoke detectors when necessary. We may help you if you are elderly or have a disability.

NOTES

You must tell us and the Council's Environmental Services Department immediately if your home becomes infested with rats, mice or other pests.

Duty to notify landlord of defect or disrepair (S)

17. (1) You must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility.

(2) 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.

(3) The circumstances in which paragraph (2) 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 care¹⁸ by you, any permitted occupier or any person visiting the dwelling.

Duty to report (A)

- 17A. (1) You must report immediately to us any repairs or replacements that are needed and which we are responsible for.
- (2) You must repair or replace any item or part of your home that is damaged by you or anyone living with you or visiting you. If you do not repair or replace the item, we will do the work and charge the costs to you.
- (3) We may choose not to recharge the costs incurred for repairs under this term and/or Term 18 where we carry out work for elderly or disabled contract holders or work following a crime where the contract-holder has reported the matter to the police and obtained a crime number.

Minor repairs (A)

- 17B. (1) You are responsible for minor repairs as listed below unless the item was defective when fitted. We may be able to help if you are over 60 years of age or registered disabled:
- (a) plugs and chains for sinks, baths and wash hand basins;
 - (b) toilet seats;
 - (c) change of locks if keys are lost;
 - (d) cost of gaining entry if you are locked out;
 - (e) unblocking sink and wash hand basin wastes;
 - (f) internal locks, door handles, hinges, hooks, shelving, latches, curtain fittings;
 - (g) clothes-lines and posts;
 - (h) dustbins.

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

18. (1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 17(2) and (3) AND THE LANDLORD HAS GIVEN YOU WRITTEN NOTICE, 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 the inventory, or replacing them.

¹⁸ Section 96(3) of the Act defines “lack of care” as 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 the occupation contract.

(2) But the landlord must give you at least 24 hours' notice before entering the dwelling.

Care of the dwelling – landlord's obligations

Landlord's obligation: response to notification under term 17 (S)

19. In the event of you making notification under term 17, the landlord must respond to you confirming —

- (a) whether the landlord considers the repair to be necessary,
- (b) whether the repair is the responsibility of you or the landlord, and
- (c) if the repair is the responsibility of the landlord, when the repair will be undertaken and completed.

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

20. (1) The landlord must ensure that the dwelling is fit for human habitation¹⁹ —

- (a) on the occupation date of this contract, and
- (b) for the duration of this contract.

(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.

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

21. (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 —

¹⁹ 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.

- (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.

Landlord's obligation to keep a dwelling in repair – additional terms (A)

21A. (1) We will keep the structure and outside of your home in good repair. This includes:-

- (a) roofs, foundations, outside walls, outside doors and frames;
- (b) drains, gutters, external pipes;
- (c) window frames, window sills;
- (d) pathways, steps, other entrances to the building,
- (e) boundary walls, gates and fences that are provided at the start of the tenancy or are later provided by us;
- (f) glass which has been cracked or broken unless the repair or replacement is needed because of damage or neglect of your home (other than fair wear and tear) caused by you, or anyone living in your home or your visitors.

You may be charged for the cost of any repair or replacement needed because of damage to or neglect of your home (other than fair wear and tear) caused by you, anyone living with you or your visitors.

(2) We will keep in good repair and proper working order any installations provided or adopted by us for space heating, water heating and sanitation and for the supply of water, gas and electricity. This includes:-

- (a) plumbing systems including pipework, tanks, stopcocks, taps, cisterns, toilets, toilet fittings baths and sinks;
- (b) gas pipes, central heating systems, fitted fires and immersion heaters;

(c) electric wiring, plug sockets, light fittings and switches

(3) We will also keep in repair the internal doors, internal door frames, skirting boards and kitchen cupboards.

Repair of common facilities in blocks of flats and maisonettes (A)

21B. We will take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, and any other common parts, including their electric lighting, in reasonable repair and decorative order and fit for use by you and other occupiers of and visitors to your home.

Decoration of the outside of your home (A)

21C. We will keep the outside of your home, including communal areas in flats, in a good state of decoration.

Repairs – generally (A)

- 21D. (1) We will carry out repairs which are our responsibility within a reasonable period of time. Information about the timescales for different types of repair will be set out in your Valleys to Coast Housing Contract Holder's Handbook.
- (2) Repairs will be to a good standard and you will be given the opportunity to comment on the repairs service.
- (3) Terms 22–25 are to be read as if they apply to the landlord's obligations under additional terms 21A–D as well.

Further landlord obligations in relation to terms 20 and 21 (F+)

22. (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 20 and 21.
- (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 20 and 21.

Limits on landlord obligations in relation to terms 20 and 21: General (F+)

- 23.(1) Term 20(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 20(1) and 21(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 20(1) and 21(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(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 21(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 20 and 21: contract-holder's fault (F+)

24. (1) Term 20(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 21(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 20 and 21: notice (F+)

25. (1) The landlord's obligations under term 20(1)(b) and under term 21(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 20(1)(b) and under term 21(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 20(1) or 21(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.

Right to repair (A)

25A. You have the right to have repairs carried out to your home and be paid compensation by us if the work is not done as if Section 96 Housing Act 1985 (as amended) and the Regulations made under it applied to this contract.

This means that if we or our contractors fail to carry out certain types of repairs in specified time limits, you can require us to appoint another contractor to do the repairs. You have a right to compensation if that contractor does not do the repairs

within a specified time limit.

Insurance (A)

- 25B. We will insure your home (buildings only excluding any fixtures and fittings) for such sum and against such risks as we (acting reasonably) believe appropriate.

Note: we are not responsible for insuring your furniture and personal possessions unless you join any household contents insurance scheme which we may run for contract-holders from time to time.

Rights of permitted occupiers (F+)

26. (1) A permitted occupier²⁰ who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 20 or 21, 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 lodger²¹ or sub-holder²² may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract²³ is made, in accordance with this contract.

Making changes to the dwelling or utilities

Structures (S)

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

Structures – additional term (A)

- 27A. You must not take down walls or make any structural changes to your home without getting our written agreement.

Aerials and satellite dishes (A)

²⁰ 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.

²¹ 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.

²² Section 59(3) of the Act provides that a “sub-holder” means the contract-holder under the sub-occupation contract.

²³ 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.

- 27B. You must get our written agreement to change or add any fixture including a satellite dish or CB aerial.

Walls, fences, hedges etc. (A)

- 27C. (1) You must not put up or take down garden walls, fences or hedges without getting our written agreement.
- (2) You must not put up boundary walls, fences, hedges or structures on an open-plan estate without getting our written agreement.

An open-plan estate is generally considered to be an estate (or part of an estate) where contract-holders do not have enclosed gardens and areas around contract-holders' homes are maintained by the Council or Valleys to Coast Housing.

Sheds, garages, driveways etc. (A)

- 27D. (1) You must not put up structures such as sheds, garages, pigeon lofts or any other construction on your property without getting our written agreement.
- (2) You must get our written agreement to build a hardstanding (a driveway or a paved area you are going to park on). The hardstanding must be built with a dropped kerb and, if needed, a grass verge crossing.

Right to make improvements and receive compensation for them (A)

- 27E. You may make improvements, alterations and additions to your home. You must first get our written consent and all other necessary approvals (for example, planning permissions or building regulations approval). You must do the work to a reasonable standard. If you do not we will treat it as breaking the terms of this contract. We may pay you compensation for some improvements you make when you leave your home. For the avoidance of doubt, we agree to give you the right to make improvements and receive compensation for them on ending the contract as if Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) applied to the contract.

Obtaining our consent (A)

- 27F. If you make an improvement, addition or change your home without our written agreement, we may tell you to return the property to how it was before. If you do not, we may do the work and charge you for it.

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

28. (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.

Water meters (A)

28A. You must get our written agreement to install a water meter or any system which involves a water payment card.

Security and safety of the dwelling: contract-holder’s responsibilities

Security of the dwelling (S)

29. (1) You must take reasonable steps to ensure the dwelling is secure.

(2) 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.

Security of the dwelling – unoccupied periods (S)

30. ~~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.~~²⁴

Unoccupied periods and abandonment (A)

²⁴ This supplementary term has not been incorporated pursuant to section 240(6) of the Act as it is incompatible with a term of the tenancy agreement which converted into this occupation contract.

30A. (1) Please notify us if you are absent from your home for a period longer than one month. If you are absent from your home for longer than three months this will be treated as abandonment unless previously agreed with us.

(2) In the case of abandonment we may be able to dispose of any items left behind in your home and use any money raised to reduce any money you owe us.²⁵

Creating a sub-tenancy or sub-licence, transferring the contract or taking out a mortgage

Permissible forms of dealing (F+)

31. (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)²⁶.

(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;

²⁵ This is subject to the requirements of Part 9 of the Act and the Renting Homes (Safeguarding Property in Abandoned Dwellings) (Wales) Regulations 2022

²⁶ 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.

- (c) mortgaging or otherwise charging.

Transfer to potential successor (F+)

32. (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
 - (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+)

33. (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 to another secure contract-holder – additional term (A)

- 33A. If you transfer this contract under Term 33 above, you must not accept or pay any money or premium in relation to the assignment.

Transfer - landlord's consent (S)

34. ~~(1) Subject to paragraph (2) of this term, you may transfer the occupation contract if the landlord consents.~~

~~(2) Paragraph (1) of this term only applies to transfers not otherwise covered by sections 73 to 83 of the Act (succession).²⁷~~

Permitting lodgers (F+)

35. You may allow persons to live in the dwelling as lodgers²⁸.

Permitting lodgers – additional terms (A)

35A. You do not have to get our permission for a lodger but we ask you to notify us when you do. If you are claiming Housing Benefit you must also tell the Council.

Sub-letting (A)

35B. You may with our prior written consent sublet or part with possession of part of your home. We will not give our consent to any letting which would give your tenant long term security.

Provisions about joint contract-holders

Adding a joint contract-holder (F+)

36. (1) You, as the contract-holder under this contract, and another person may, with the consent of the landlord²⁹, 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 contract-

²⁷ This supplementary term has not been incorporated pursuant to section 240(6) of the Act as it is incompatible with a term of the tenancy agreement which converted into this contract.

²⁸ 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.

²⁹ 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.

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

Joint contract-holders who were tenants-in-common

36A. (1) This term only applies if you are joint contract-holders who were tenants in common in equity immediately before the appointed day.

(2) One or more of the joint contract-holders may require the other joint contract-holder(s) to join in a transfer of the contract in accordance with the contract. You may apply to the court for an order requiring this.

(3) A joint contract-holder may transfer their rights and obligations under the contract;

(a) A transfer may not be made unless the transferor gives notice to the other joint contract-holders that a transfer will be made;

(b) The transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

(4) On the death of a joint contract-holder, their rights and obligations under the contract may be transferred in the course of the administration of their estate;

(a) A transfer may not be made unless before the joint contract-holder's death, they give notice to the other joint contract-holders that such a transfer will be made.

(b) The transferee is not entitled to occupy the dwelling without the consent of the other joint contract-holders.

Withdrawal of a joint contract-holder (F+)

37. (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 47 (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)

38. The minimum time period between the date on which a notice under term 37 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)

39. (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.

Termination of contract – general

Permissible termination etc. (F)

40. (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 40 to 43, 46 to 59 and term 68³⁰, 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 —

- (a) any right of the landlord or contract-holder to rescind this contract, or
- (b) the operation of the law of frustration³¹.

Termination by agreement (F+)

41. (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+)

42. If the landlord commits a repudiatory breach³² 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)

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

³⁰ 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 40 to 43, 46 to 59 and term 68.

³¹ 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.

³² A repudiatory breach would 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.

- (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.

(4) This contract does not end if, at your death, a family property order³³ 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)

44. When you vacate the dwelling at the end of this contract, you must —

- (a) remove from the dwelling all property belonging —
 - (i) to you, 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 you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

³³ 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.

Contract-holders' obligations at the end of the contract – additional terms (A)

- 44A. (1) At the end of the contract you must give us **vacant possession** of the dwelling. You must clear the dwelling of all your furniture and belongings, leave it in good repair and in a clean and tidy condition and return the keys to us. If you do not, we may charge you for:
- (a) Cost of clearing your home or garden
 - (b) Cleaning the home.
 - (c) Repairing any damage or neglect
 - (d) Replacing any fixtures or fittings which you have removed and not replaced with alternatives of a reasonable and similar standard
 - (e) Changing the locks.
- (2) You must give us your new address.

Repayment of rent or other consideration (S)

45. The landlord must repay, within a reasonable time of the end of this contract, to you 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+)

46. (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 64(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 contract³⁴.
- (3) On giving the notice to the landlord, you —
- (a) cease to have any liability under this contract, and

³⁴ See term 69 regarding the giving of a notice.

- (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+)

47. 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+)

48. The date specified in a notice under term 47 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+)

49. (1) If you give up possession of the dwelling on or before the date specified in a notice under term 47, this contract ends on the date specified in the 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 59.
- (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+)

50. 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)

51. 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 47 to 49, 53 to 58 and term 68 or the circumstances set out in Schedule 12, paragraphs 28–29 of the Act.

Possession notices (F+)

52. (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 54 (in relation to a breach of contract by a contract-holder);
 - (b) term 56 (in relation to estate management grounds);
 - (c) term 58 (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+)

53. (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+)

54. (1) Before making a possession claim on the ground in term 53, 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 9 (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+)

55. (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 the Annex 2 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 55 (estate management grounds) (F+)

56. (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 Act³⁵ 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 47 (contract-holder's notice) (F+)

57. (1) If you fail to give up possession of the dwelling on the date specified in a notice under term 47, the landlord may on that ground make a possession claim.
- (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 rights³⁶).

³⁵ 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).

³⁶ "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).

Restrictions on making a possession claim under term 57 (F+)

58. (1) Before making a possession claim on the ground in term 57 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 57 after the end of the period of two months starting with the date specified in the notice under term 47 as the date on which you would give up possession of the dwelling.

Court's Order for possession

Effect of order for possession (F+)

59. (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.

Variation

Variation (F – except 60(1)(a) which is F+)

60. (1) This contract may not be varied except —

- (a) in accordance with term 4 (variation of rent), 5 (variation of other consideration), 61 (variation of fundamental terms) or 62 (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 63.

(3) This contract may not be varied (except under term 4 – ‘variation of rent’) until the landlord has given you a written statement of the contract.

Variation of fundamental terms (F+)

61. A fundamental term of this contract may be varied by agreement between the landlord and you (subject to term 63).

Variation of supplementary and additional terms (F+)

62. (1) A supplementary or additional term of this contract may be varied (subject to term 63) —

- (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)

63. (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) term 9 (anti-social behaviour and other prohibited conduct),
- (b) term 39 (joint contract-holder ceasing to be a party to the occupation contract),
- (c) term 40 (permissible termination),
- (d) term 43 (death of sole contract-holder),
- (e) term 51 (possession claims),
- (f) term 60(1)(b) and (2) (variation),
- (g) this term, and
- (h) term 68 (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 provision³⁷ which the term incorporates is incorporated without modification, or

³⁷ 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”.

(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+)

64. (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 under the Act ('the information provision period').

(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; but
- (c) this requirement does not apply during the information provision period.

(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+)

65. (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 4 (variation of rent), 5(2) to (4) (variation of other consideration) or 62(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.

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

66. (1) The landlord must, before the end of the information provision period, 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 66 (F+)

67. (1) If the landlord fails to comply with an obligation under term 66, 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.

Other matters

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

68. (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 53 (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.

Forms of notices etc. (F+)

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

(2) Sections 236³⁸ 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.

Notices – additional term (A)

69A. (1) This term applies to notices which are not governed by Term 69 above (and sections 236 and 237 of the Act).

(2) We may serve notices (including notices of legal proceedings) on you by:

- (a) handing it to you and/or any joint contract holder
- (b) leaving it at your home; or
- (c) leaving it at your last known address; or
- (d) fixing it to your front door or another prominent part of your home; or
- (e) sending it by registered post or recorded delivery to your home or your last known address.

Regulatory requirements (A)

70. We will provide you with information on our housing management policies as required by the guidance issued by the Welsh Government under legislation. This includes the Regulatory Requirements and the Assured Tenants' Guarantee.

Right to consultation (A)

71. We will consult you before making changes in matters of housing management or maintenance which are likely to have a significant effect on you. We agree to give you the right to be consulted as if Section 105 Housing Act 1985 applied to this contract.³⁹

Right to information (A)

³⁸ 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.

³⁹ See also sections 234 and 235 of the Act.

72. You have a right to information from us about the terms of this contract; our repairing obligations; our policies and procedures on consultation with contract holders, housing allocation and transfers, equal opportunities; and our principles for fixing rents. You also have the right to be provided with information about our performance, as laid down by the Assured Tenant's Guarantee. We agree to give you the right to information as if Sections 104 and 106 Housing Act 1985 applied to this contract.

Data protection (A)

73. We will comply with the provisions of the Data Protection Act 2018 and any applicable General Data Protection Regulation(s) as amended from time to time. We will also allow you to inspect information about you which is held by us in the form of computerised data. There may be a small charge to cover our costs.

Access to personal information (A)

74. We will allow you access to other personal information held about you (provided that this right shall not apply to information provided to us in confidence by third parties unless they give us their consent). We will allow you to correct or record your disagreement with the information held by us. There may be a small charge to cover our costs.

Consents (A)

75. In this agreement, where it states that our consent is required it is implied that we will not unreasonably refuse our consent. Consent will be given in writing. In some circumstances we may impose reasonable conditions when we give our consent.⁴⁰

Interpretation of additional terms (A)

76. Insofar as any additional term of this contract is incompatible with a supplementary term of this contract, the supplementary term is of no effect to the extent that it is incompatible with the additional term. All additional terms of this contract are of no effect to the extent that they are incompatible with a fundamental term of this contract.

⁴⁰ See section 84 and Schedule 6 of the Act.

DO NOT COPY

ANNEX 1

See terms 1B and 1E

SCHEDULE**SERVICE CHARGE ITEMS**

(Subject to review under the terms of this Contract)

Description	Total

DO NOT COPY

ANNEX 2

See term 55

ESTATE MANAGEMENT GROUNDS⁴¹

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).

⁴¹ 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.