



FORM RHW2

NOTICE OF LANDLORD'S ADDRESS

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

Part A: Landlord	Part B: Contract-Holder(s)
Name: Cardiff Community Housing Association (CCHA) Address: Tolven Court, Dowlais Road, Cardiff CF24 5LQ	Name(s):

Part C: Dwelling
Address:

Part D: Notice of Landlord's Address
Address: Cardiff Community Housing Association (CCHA), Tolven Court, Dowlais Road, Cardiff CF24 5LQ You can also email: housing@ccha.org.uk This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord.

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



CONSENT TO ELECTRONIC COMMUNICATION

Occupation Contract dated:

Address:

I/We, _____ confirm:

1. Our agreement to receiving all documentation electronically from Cardiff Community Housing Association (**CCHA**):
 - a. in connection with the Contract; and/or
 - b. to enable CCHA to comply with the requirements of the Renting Homes (Wales) Act 2016 (as amended) and any regulations made under that Act; and/or
 - c. in respect of our occupation of the Dwelling

and that this consent includes all and any written statement of contract, notices, documents, other information and correspondence.

2. Our email address is/are:

3. We agree that we will keep CCHA updated with our email addresses and will notify CCHA in writing of any changes as soon as practicable after any change.
4. We understand that this agreement will continue in place and will be relied upon by CCHA unless we notify CCHA in writing that our agreement is withdrawn.

Signed:

.....

[Name]

.....

[Name]

Dated:



MODEL WRITTEN STATEMENT OF A SECURE OCCUPATION CONTRACT

PART 1	
SECURE OCCUPATION CONTRACT – EXPLANATORY INFORMATION	
	<p>This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 (“the Act”).</p> <p>The contract is between you, as the 'contract-holder', and Cardiff Community Housing Association Limited as the 'landlord'.</p> <p>Your landlord must give you a written statement, free of charge, within 14 days of the 'occupation date' (the day on which you were entitled to move in).</p> <p>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 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, 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).</p> <p>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).</p> <p>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.</p> <p>The terms of your contract consist of:</p> <p>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)).</p> <p>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. However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.</p> <p>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, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.</p>

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 provisions agreed by you and the landlord, which can cover any other matter, provided they do not conflict with a key matter, a fundamental term or a supplementary term.

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

Secure Occupation contract – Key Matters

This contract is between:

Cardiff Community Housing Association Limited

(landlord)

and:

(contract-holder)(s)

The Property

It relates to:

(the dwelling)

Which is part of

(the building)

The maximum number of people that can occupy the dwelling at one time is: _____

Occupation Date

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

Charges

The initial charges are:

Rent	£
Service Charge	£
Additional Charges:	
• Heating Charge	£
• Water Charge	£
• Other (<i>specify</i>)	£
Total Charge	£

The first payment of the Total Charge is to be made on the date of this contract.

And further payments are to be made _____

Deposit

You have paid a deposit of £ NIL

For more information about the holding of any deposit see Terms 9 & 10.

Landlord's Details

You can contact the landlord:

by post: Tolven Court, Dowlais Road, Cardiff, CF24 5LQ

by telephone: 0300 123 1091

by e-mail: housing@ccha.org.uk

Please sign below as evidence of your agreement to this contract

Contract-holder(s)

Name _____

Signature _____

Date _____

Name _____

Signature _____

Date _____



Landlord	
Name	_____
Position	_____
Signature	_____
Date	_____

PART 3

SECURE OCCUPATION CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

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

Fundamental terms that cannot be left out of this contract or changed (other than editorially) 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~~ and 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”.

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TERMS	
Rent and Other Charges	
1	<p>Receipt of rent or other consideration (S)</p> <p>Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration paid or provided under the contract.</p>
2	<p>Payment of Rent (A)</p> <p>(1) You must pay the rent at the times specified in the Key Matters and in accordance with the terms of this contract.</p> <p>(2) Where this contract starts on any day of the week other than a Monday, the amount of the first payment of the Total Charge is the amount due for the period from and including the occupation date to the following Monday, with the Total Charge (rent, service charge and any Additional Charges) being apportioned on a daily basis.</p>
3	<p>Payment of Service Charges (A)</p> <p>(1) The landlord will provide the services set out in the Schedule attached to this agreement at Annex B (the Services) for which it will charge a service charge (the Service Charge).</p> <p>(2) You must pay the Service Charge at the times specified in the Key Matters.</p> <p>(3) The landlord may vary the Service Charge payable under this contract by giving you a notice setting out the new Service Charge to take effect on the date specified in the notice.</p> <ul style="list-style-type: none"> a. The period between the day on which the notice is given to you and the specified date may not be less than two months. b. Subject to that: <ul style="list-style-type: none"> i. the first notice may specify any date, and ii. subsequent notices must specify a date which is not less than one year after the last date on which a new Service Charge took effect. <p>(4) The Service Charge may include a sum which the landlord considers reasonably necessary to provide for reserve or sinking fund for items of future expenditure to be or expected to be incurred at any time in connection with providing the Services and/or in replacing or repairing goods and equipment provided by the landlord in connection with the dwelling or the building. The Service charge may contain a depreciation charge in relation to goods and equipment provided by the landlord in connection with the dwelling or building,</p>

4	<p>Payment of Other Charges (A)</p> <p>(1) You must pay the Additional Charges at the times specified in the Key Matters.</p> <p>(2) The landlord may vary the amount of the Additional Charges either individually or collectively by giving you a at least two months' written notice of any change. The notice will specify the amount payable and the date that the new charge takes effect.</p>
5	<p>Periods when the dwelling is unfit for human habitation (S)</p> <p>You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation.</p>
6	<p>Right of set off (F+)</p> <p>If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent.</p>
7	<p>Variation of rent (F+)</p> <p>(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.</p> <p>(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.</p> <p>(3) Subject to that —</p> <ul style="list-style-type: none"> (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 rent took effect.
8	<p>Variation of other consideration (F+)</p> <p>(1) Where consideration other than rent is payable under this contract the amount of consideration may be varied —</p> <ul style="list-style-type: none"> (a) by agreement between the landlord and you, or (b) by the landlord in accordance with paragraphs (2) to (4) of this term. <p>(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.</p> <p>(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.</p> <p>(4) Subject to that —</p> <ul style="list-style-type: none"> (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	
9	<p>Form of security (F+)</p> <p>The landlord may not require security (which includes a deposit) to be given in any form other than —</p> <ul style="list-style-type: none"> (a) money, or (b) a guarantee.
10	<p>Requirement to use a deposit scheme (F)</p> <ul style="list-style-type: none"> (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 scheme. (2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must — <ul style="list-style-type: none"> (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. (3) 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 — <ul style="list-style-type: none"> (a) the authorised deposit scheme which applies, (b) the landlord’s compliance with the initial requirements of the scheme, and (c) the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.
Occupation of the Dwelling	
11	<p>Occupation of the dwelling (S)</p> <ul style="list-style-type: none"> (1) You must TAKE IMMEDIATE OCCUPATION OF THE DWELLING AND occupy the dwelling as your only or principal home FOR SOLELY RESIDENTIAL PURPOSES during the term of the contract. (2) Where there are joint contract-holders, at least one ALL of you must occupy the dwelling as your only or principal home during the term of the contract. (3) NO MORE THAN THE MAXIMUM NUMBER OF PERSON SPECIFIED IN THE KEY MATTERS CAN OCCUPY THE DWELLING.
Prohibited conduct	
12	<p>Anti-social behaviour and other prohibited conduct (F)</p> <ul style="list-style-type: none"> (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) — <ul style="list-style-type: none"> (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 —

	<p>(a) in the dwelling subject to this contract, or (b) in the locality of that dwelling.</p> <p>(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.</p> <p>(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes.</p> <p>(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.</p>
13	<p>Duty to provide help and advice in relation to prohibited conduct (S)</p> <p>The landlord must give you appropriate advice if you report to the landlord conduct that is prohibited under term 12 on the part of anyone living in property belonging to the landlord including property occupied by you.</p>
<p>Control of the Dwelling</p>	
14	<p>Use of the dwelling by the contract-holder (S)</p> <p>(1) You must not carry on or permit any trade or business at the dwelling without the landlord’s consent.</p> <p>(2) ANY REQUESTS FOR CONSENT MUST BE MADE TO YOUR LANDLORD IN WRITING</p> <p>(3) WHERE CONSENT IS GRANTED THIS MAY BE SUBJECT TO CONDITIONS. YOUR LANDLORD MAY REVOKE ANY CONSENT PROVIDED UPON HAVING REASONABLE GROUNDS TO DO SO AND GIVING YOU REASONABLE NOTICE.</p>
15	<p>Use of the Dwelling by the contract holder – Pets (A)</p> <p>(1) You must:</p> <ul style="list-style-type: none"> a. Not keep any animals, reptiles, fish, birds or insects (Pets) in the dwelling without first obtaining the landlord's written consent. b. Where consent has been given under Term 15 (1)(a), keep Pets under control and not allow them to cause a nuisance or annoyance to your neighbours. <p>(2) Where consent is granted this may be subject to conditions. Your landlord may revoke any consent provided upon having reasonable grounds to do so and giving you reasonable notice.</p>

16	<p>Permitted occupiers who are not lodgers or sub-holders (S)</p> <p>You may permit persons who are not lodgers or sub-holders to live in the dwelling as a home PROVIDING THAT DOING SO DOES NOT CAUSE THE NUMBER OF OCCUPANTS OF THE DWELLING TO EXCEED THE MAXIMUM PERMITTED AS SPECIFIED IN THE KEY MATTERS.</p>
17	<p>Right to occupy without interference from the landlord (F+)</p> <p>(1) The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.</p> <p>(2) The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.</p> <p>(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 Act).</p> <p>(4) The landlord is to be treated as having interfered with your right if a person who:</p> <ul style="list-style-type: none"> (a) acts on behalf of the landlord, or (b) has an interest in the dwelling, or part of it, that is superior to the landlord's interest, interferes with your right by any lawful act or omission.
18	<p>Landlord's right to enter the dwelling – Repairs (F+)</p> <p>(1) The landlord may enter the dwelling at any reasonable time for the purpose of –</p> <ul style="list-style-type: none"> (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 27 and 28 of this contract. <p>(2) The landlord must give at least 24 hours' notice to you before exercising that right.</p> <p>(3) Paragraph (4) of this term applies where –</p> <ul style="list-style-type: none"> (a) the dwelling forms part only of a building, and (b) in order to comply with the obligations set out in terms 27 and 28 the landlord needs to carry out works or repairs in another part of the building. <p>(4) The landlord is not liable for failing to comply with the obligations under terms 27 and 28 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.</p>
19	<p>Further landlord's right to enter the dwelling – Carrying out improvement and other works (A)</p> <p>(1) The landlord may enter the dwelling in order to carry out improvement or other works to the dwelling or to any adjacent or adjoining property belonging to the landlord.</p> <p>(2) The landlord must give at least 24 hours' notice to you before exercising that right.</p>
20	<p>Landlord's right to enter the dwelling – Emergencies (S)</p> <p>(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.</p>

	<p>(2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.</p> <p>(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.</p> <p>(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.</p>
21	<p>Landlord's right to enter the dwelling – Statutory Compliance (A)</p> <p>(1) The Landlord may enter the dwelling at any reasonable time for the purpose of:</p> <p style="padding-left: 40px;">(a) complying with the Gas Safety (Installation and Use) Regulations 1998; (b) carrying out all inspections required under regulations made under section 94 of the 2016 Act (Determination of fitness for human habitation); or (c) carrying out any other inspection/requirement under any enactment;</p> <p>(2) The Landlord may enter the dwelling at any reasonable time for the purpose of carrying out any works or repairs needed because of a failure by you to comply with your obligations under term 22.</p> <p>(3) The Landlord must give you at least seven days’ notice before exercising the powers to enter the dwelling under (1), or (2) above.</p>
Care of the dwelling – contract-holder’s responsibilities	
22	<p>Duty to take care of the dwelling (S)</p> <p>(1) You are not liable for fair wear and tear to the dwelling or to fixtures and fittings within the dwelling but must —</p> <p style="padding-left: 40px;">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 occupier, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.</p> <p>(2) MAINTAIN THE GARDEN IN A GOOD CONDITION AND NOT ALLOW RUBBISH, DISUSED EQUIPMENT OF ANY OTHER DEBRIS TO BE PLACED IN THE GARDEN OR WITHIN THE BOUNDARIES OF THE DWELLING. .</p> <p>(3) NOT TO MISUSE, DAMAGE OR OBSTRUCT COMMUNAL SPACES SUCH AS CORRIDORS, LANDSCAPED AREARS AND PARKING BAYS. NOT TO STORE, KEEP OR PLACE AND BELONGINGS IN COMMUNAL AREARS.</p> <p>(4) NOT TO USE ANY APPROACH ROADS, PASSAGEWAYS, DRIVEWAYS OR COMMUNAL PARKING AREARS FOR THE STORAGE OF UNROADWORTHY OR UNTAXED VEHICLES OR FOR THE STORAGE OF CARAVANS OR MOTORHOMES OR</p>



	<p>THE OVERNIGHT PARKING OF LARGE COMMERCIAL VEHICLES OR FOR CARRYING OUT REPAIRS AND MAINTENANCE TO VEHICLES (OTHER THAN ROUTINE SMALL-SCALE REPAIRS TO A MOTOR VEHICLE BELONGING TO YOU OR ANOTHER PERMITTED OCCUPIER.</p> <p>THE LANDLORD MAY CHARGE YOU ITS REASONABLE COSTS WHICH IT INCURS IF YOU, MEMBERS OF YOUR HOUSEHOLD, PERMITTED OCCUPIERS OR VISITORS ARE IN BREACH OF THIS TERM, THIS MAY INCLUDE ITS COSTS OF REPAIRS, RENEWING OR REPLACING ITEMS OF CONTENTS OR INCURRED IN REMEDYING THE BREACH</p>
23	<p>Duty to notify landlord of defect or disrepair (S)</p> <p>(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.</p> <p>(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 YOUR 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.</p> <p>(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 care by you, any permitted occupier or any person visiting the dwelling. 'Lack of care' is defined at Paragraph 31(3).</p>
24	<p>Your right to repair (A)</p> <p>(1) You have the right to carry out repairs which are the landlord's responsibility where you have reported the need for repair in writing and where the landlord has, without good reason, failed to carry out the repair within 28 days or receiving the report.</p> <p>(2) This right may only be exercised in accordance with regulations made under Section 96 of the Housing Act 1985. The landlord will refund the agreed costs of repairs carried out in accordance with these regulations.</p>
25	<p>Landlord’s right to enter the dwelling – repairs to fixtures and fittings (S)</p> <p>(1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 23 (2) and (3), the landlord may enter the dwelling at any reasonable time for the purpose of carrying out repairs to the fixtures and fittings or other items listed in the inventory, or replacing them.</p> <p>(2) But the landlord must give you at least 24 hours’ notice before entering the dwelling.</p> <p>(3) IN SUCH CIRCUMSTANCES YOUR LANDLORD MAY CHARGE YOU FOR THE REASONABLE COSTS OF THE REPAIR/REPLACEMENT.</p>
<p>Care of the dwelling – landlord’s obligations</p>	
26	<p>Landlord’s obligation: response to notification under term 23 (S)</p> <p>In the event of you making notification under term 23, the landlord must respond to you confirming —</p> <p>— (a) whether the landlord considers the repair to be necessary,</p>

	<p>(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.</p>
27	<p>Landlord’s obligation: fitness for human habitation (F+)</p> <p>(1) The landlord must ensure that the dwelling is fit for human habitation — (a) on the occupation date of this contract, and (b) for the duration of this contract.</p> <p>(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.</p>
28	<p>Landlord’s obligation to keep a dwelling in repair (F+)</p> <p>(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.</p> <p>(2) If the dwelling forms part only of a building, the landlord must — (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either — i. forms part of any part of the building in which the landlord has an estate or interest, or ii. is owned by the landlord or is under the landlord’s control.</p> <p>(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.</p> <p>(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</p>
29	<p>Further landlord obligations in relation to terms 27 and 28 (F+)</p> <p>(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 27 and 28.</p> <p>(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 27 and 28.</p>
30	<p>Limits on landlord obligations in relation to terms 27 and 28: General (F+)</p> <p>(1) Term 27(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.</p> <p>(2) The landlord’s obligations under terms 27(1) and 28(1) do not require the landlord —</p>

	<p>(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.</p> <p>(3) If the dwelling forms part only of a building, the landlord’s obligation under terms 27(1) and 28(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.</p> <p>(4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term, are fire, storm, flood or other inevitable accident.</p> <p>(5) Term 28(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.</p>
31	<p>Limits on landlord obligations in relation to terms 27 and 28: contract-holder’s fault (F+)</p> <p>(1) Term 27(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.</p> <p>(2) The landlord is not obliged by term 28(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.</p> <p>(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.</p>
32	<p>Limits on landlord obligations in relation to terms 27 and 28: notice (F+)</p> <p>(1) The landlord’s obligations under term 27(1)(b) and under term 28(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.</p> <p>(2) The landlord complies with the obligations under term 27(1)(b) and under term 28(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.</p> <p>(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 27(1) or 28(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.</p>

33	<p>Rights of permitted occupiers (F+)</p> <p>(1) A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 27 or 28, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.</p> <p>(2) But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract.</p>
<p>Making changes to the dwelling or utilities</p>	
34	<p>Structures (S)</p> <p>(1) You must not erect CONSTRUCT, remove or make structural alterations to sheds, garages or any other structures in the dwelling, OR TO THE DWELLING ITSELF, without the WRITTEN consent of the landlord.</p> <p>(2) WHERE SUCH CONSENT IS GIVEN IT MAY BE GIVEN CONDITIONALLY ON THE BASIS THAT YOU COMPLY WITH ANY REQUIREMENTS (SUCH AS PLANNING) AND THE COMPLETED WORKS MAY BE SUBJECT TO THE APPROVAL OF THE LANDLORD WHEN COMPLETED.</p> <p>(3) WHERE CONSENT IS PROVIDED THIS MAY BE REVOKED WHERE:</p> <ul style="list-style-type: none"> (A) ANY CONDITIONS ARE NOT COMPLIED WITH; OR (B) THIRD PARTY CONSENTS ARE NOT OBTAINED (SUCH AS PLANNING); OR (C) THE COMPLETED WORKS ARE NOT OF A SUFFICIENT STANDARD TO OBTAIN THE LANDLORD'S APPROVAL. <p>(4) WHERE ALTERATIONS, REMOVALS OR CONSTRUCTIONS ARE UNDERTAKEN WITHOUT CONSENT, YOUR LANDLORD MAY CHARGE YOU THE REASONABLE COSTS OF ANY REMEDIAL, REBUILDING OR REMOVAL WORKS</p> <p>(5) FOR THE AVOIDANCE OF DOUBT, STRUCTURAL ALTERATIONS INCLUDE THE INSTALLATION OF SATELLITE DISHES, CABLE TELEVISION AND INTERNET AND CCTV.</p>
35	<p>Compensation for improvements (A)</p> <p>(1) Subject to compliance with Term 34, you the right to carry out improvements to your home.</p> <p>(2) You may have the right to claim compensation for certain improvement which you have made to the dwelling after a certain date. You can only apply for compensation when your occupation contract ends.</p> <p>(3) The landlord will give you full details of the scheme and qualifying improvements on request.</p>
36	<p>Changes to the provision of utilities to the dwelling (S)</p> <p>(1) You may, SUBJECT TO PARAGRAPH (2) BELOW change any of the suppliers to the dwelling of —</p> <ul style="list-style-type: none"> (a) electricity, gas or other fuel or water (including sewerage) services; (b) telephone, internet, cable television or satellite television services. <p>(2) WHERE YOUR SERVICES ARE COMMUNAL AND SUPPLIED BY A CENTRAL SHARED SYSTEM YOU MAY NOT CHANGE THE SUPPLIERS OF THE DWELLING.</p> <p>(2) You must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1) of this term.</p>

	<p>(3) Unless the landlord consents, you must not —</p> <p style="padding-left: 40px;">(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;</p> <p style="padding-left: 40px;">(b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.</p> <p>(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.</p>
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Security and safety of the dwelling: contract-holder’s responsibilities

37	<p>Security of the dwelling (S)</p> <p>(1) You must take reasonable steps to ensure the dwelling is secure.</p> <p>(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.</p> <p>(2) UNLESS THERE IS A SUITED KEY OR FOB SYSTEM IN OPERATION, you may, WITH THE CONSENT OF THE LANDLORD change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.</p> <p>(3) YOU MAY NOT MAKE ANY CHANGES TO ANY LOCKS ON ANY COMMUNAL DOORS/STORAGE AREARS OR ANY INTERNAL OR EXTERNAL DOORS NOT DIRECTLY SERVING THE DWELLING.</p> <p>(4) ANY LOCK INSTALLED ON AN INTERNAL DOOR MUST BE OF A TYPE WHICH CAN BE OPENED WITHOUT A KEY AND WHICH DOES NOT CAUSE AN IMPEDIMENT TO THE ESCAPE FROM THE DWELLING DURING AN EMERGENCY.</p>
38	<p>Security of the dwelling – unoccupied periods (S)</p> <p>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.</p>

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

39	<p>Permissible forms of dealing (F+)</p> <p>(1) You may not deal with this contract, the dwelling or any part of the dwelling except —</p> <p style="padding-left: 40px;">(a) in a way permitted by this contract, or</p> <p style="padding-left: 40px;">(b) in accordance with a family property order (see section 251 of the Act).</p> <p>(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</p> <p style="padding-left: 40px;">(a) in a way permitted by this contract, or</p> <p style="padding-left: 40px;">(b) in accordance with a family property order.</p> <p>(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 —</p>
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	<p>(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).</p> <p>(4) “Dealing” includes — (a) creating a tenancy, or creating a licence which confers the right to occupy the dwelling; (b) transferring; (c) mortgaging or otherwise charging.</p>
40	<p>Transfer to potential successor (F+)</p> <p>(1) You may transfer the contract as described in this term, but only if the landlord consents.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p>
41	<p>Transfer to another secure contract-holder (F+)</p> <p>(1) Where the landlord is a community landlord, you may transfer this contract as described in this term, but only if the landlord consents.</p> <p>(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).</p>
42	<p>Transfer – landlord’s consent (S)</p> <p>(1) Subject to paragraph (2) of this term, you may transfer the occupation contract if the landlord consents.</p> <p>(2) Paragraph (1) of this term only applies to transfers not otherwise covered by sections 73 to 83 of the Act (succession).</p>
43	<p>Permitting lodgers (F+)</p> <p>You may allow persons to live in the dwelling as lodgers.</p>

Provisions about joint contract-holders	
44	<p>Adding a joint contract-holder (F+)</p> <p>(1) You, as the contract-holder under this contract, and another person may, with the consent of the landlord, make that person a joint contract-holder under this contract.</p> <p>(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-holder under this contract from the day on which he or she becomes a joint contract-holder.</p>
45	<p>Withdrawal of a joint contract-holder (F+)</p> <p>(1) If you are a joint contract-holder, you may withdraw from this contract by giving a notice (a “withdrawal notice”) to the landlord.</p> <p>(2) The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the “withdrawal date”).</p> <p>(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.</p> <p>(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.</p> <p>(5) You will cease to be a party to this contract on the withdrawal date.</p> <p>(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 56(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.</p> <p>(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.</p>
46	<p>Withdrawal of a joint contract-holder – notice required (S)</p> <p>The minimum time period between the date on which a notice under term 45 is given to the landlord, and the date specified in the notice, is one month.</p>
47	<p>Joint contract-holder ceasing to be a party to a contract – survivorship (F)</p> <p>(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 —</p> <ul style="list-style-type: none"> (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. <p>(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.</p> <p>(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.</p>

	<p>(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.</p>
<p>Termination of contract – general</p>	
48	<p>Permissible termination etc. (F)</p> <p>(1) This contract may be ended only in accordance with —</p> <ul style="list-style-type: none"> (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 48 to 51, 55 to 68 and term 77, or (b) any enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers. <p>(2) Nothing in this term affects —</p> <ul style="list-style-type: none"> (a) any right of the landlord or contract-holder to rescind this contract, or (b) the operation of the law of frustration.
49	<p>Termination by agreement (F+)</p> <p>(1) If the landlord and you agree to end this contract, this contract ends —</p> <ul style="list-style-type: none"> (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. <p>(2) An occupation contract is a substitute contract if —</p> <ul style="list-style-type: none"> (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.
50	<p>Repudiatory breach by landlord (F+)</p> <p>If the landlord commits a repudiatory breach 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.</p>
51	<p>Death of a sole contract-holder (F)</p> <p>(1) If you are the sole contract-holder, this contract ends —</p> <ul style="list-style-type: none"> (a) one month after your death, or (b) if earlier, when the landlord is given notice of your death by the authorised persons. <p>(2) The authorised persons are —</p> <ul style="list-style-type: none"> (a) your personal representatives, or (b) the permitted occupiers of the dwelling aged 18 and over (if any) acting together. <p>(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.</p>

	<p>(4) This contract does not end if, at your death, a family property order has effect which requires the contract to be transferred to another person.</p> <p>(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 —</p> <ul style="list-style-type: none"> (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.
52	<p>Contract-holders’ obligations at the end of the contract (S)</p> <p>(1) When you vacate the dwelling at the end of this contract, you must —</p> <ul style="list-style-type: none"> (a) remove from the dwelling all property belonging — <ul style="list-style-type: none"> (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. <p>(2) If you do not comply with clause 52(1)(a) above your landlord may dispose of your belongings in accordance with clause 53 below.</p> <p>(3) IF AT THE END OF THE AGREEMENT YOU HAVE NOT COMPLIED WITH CLAUSES (1) AND (2) ABOVE THE LANDLORD MAY RECOVER FROM YOU THE REASONABLE COSTS OF ANY REPAIRS NEEDED AS A RESULT OF DAMAGE CAUSED BY YOU, YOUR HOUSEHOLD OR VISITORS, THE REASONABLE COSTS OF ANY CLEANING REQUIRED AND THE REASONABLE COSTS OF REPLACEMENT KEYS WHICH ARE NOT RETURNED.</p>
53	<p>Contract holder's belongings – Breach of clause 52(1)(a) (A)</p> <p>(1) Unless the Renting Homes (Safeguarding Property in Abandon Dwellings) (Wales) Regulations 2022 apply, if you do not remove your belongings (or those of any permitted occupiers) from the dwelling at the end of the contract the landlord will remove the belongings and dispose of them as it considers appropriate.</p>
54	<p>Repayment of rent or other consideration (S)</p> <p>(1) SUBJECT TO (2) AND (3) OF THIS TERM, 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.</p> <p>(2) THE LANDLORD WILL OFFSET ANY SUMS YOU OWE TO YOUR LANDLORD BEFORE ANY SUCH REPAYMENT</p> <p>(3) WHERE ANY SUCH RENT HAS BEEN PAID BY THE HOUSING BENEFIT/UNIVERSAL CREDIT DEPARTMENT THOSE SUMS WILL BE REPAYED TO THOSE DEPARTMENTS.</p>

Termination by contract-holder	
55	<p>Early termination by contract-holder (F+)</p> <p>(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 73(1), or (b) the occupation date.</p> <p>(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 contract.</p> <p>(3) On giving the notice to the landlord, you — (a) cease to have any liability under this contract, and (b) become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.</p>
56	<p>Contract-holder's notice (F+)</p> <p>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.</p>
57	<p>Contract-holder's notice: minimum notice period (F+)</p> <p>The date specified in a notice under term 56 may not be less than four weeks after the day on which the notice is given to the landlord.</p>
58	<p>Termination of contract on contract-holder's notice (F+)</p> <p>(1) If you give up possession of the dwelling on or before the date specified in a notice under term 56, this contract ends on the date specified in the notice.</p> <p>(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 68.</p> <p>(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.</p>
59	<p>Termination of the contract with joint contract-holders (F+)</p> <p>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.</p>

Termination by the landlord: possession claims and possession notices	
60	<p>Possession claims (F)</p> <p>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 56 to 58, 62 to 67 and term 77.</p>
61	<p>Possession notices (F+)</p> <p>(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 —</p> <ul style="list-style-type: none"> (a) term 63 (in relation to a breach of contract by a contract-holder); (b) term 65 (in relation to estate management grounds); (c) term 67 (in relation to a contract-holder’s notice). <p>(2) The notice must (in addition to specifying the ground on which the claim will be made) —</p> <ul style="list-style-type: none"> (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	
62	<p>Breach of contract (F+)</p> <p>(1) If you breach this contract, the landlord may make a possession claim on that ground.</p> <p>(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).</p>
63	<p>Restrictions on making a possession claim in relation to a breach of contract (F+)</p> <p>(1) Before making a possession claim on the ground in term 62, the landlord must give you a possession notice specifying that ground.</p> <p>(2) The landlord may make a possession claim in reliance on a breach of term 12 (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.</p> <p>(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.</p> <p>(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.</p>
64	<p>Estate management grounds (F+)</p> <p>(1) The landlord may make a possession claim on one or more of the estate management grounds.</p> <p>(2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.</p>

	<p>(3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless —</p> <ul style="list-style-type: none"> (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). <p>(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.</p> <p>(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).</p>
65	<p>Restrictions on making a possession claim under term 64 (estate management grounds) (F+)</p> <p>(1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.</p> <p>(2) The landlord may not make the claim —</p> <ul style="list-style-type: none"> (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. <p>(2) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.</p> <p>(3) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) —</p> <ul style="list-style-type: none"> (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. <p>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.</p>
66	<p>Recovery of possession on the ground of a notice given under term 56 (contract-holder’s notice) (F+)</p> <p>(1) If you fail to give up possession of the dwelling on the date specified in a notice under term 56, the landlord may on that ground make a possession claim.</p> <p>(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 rights).</p>

67	<p>Restrictions on making a possession claim under term 66 (F+)</p> <p>(1) Before making a possession claim on the ground in term 66 the landlord must give you a possession notice specifying that ground.</p> <p>(2) The landlord may make the possession claim on or after the day on which the landlord gives you the possession notice.</p> <p>(3) But the landlord may not make the possession claim after the end of the period of six months starting with that day.</p> <p>(4) The landlord may not give you a possession notice specifying the ground in term 66 after the end of the period of two months starting with the date specified in the notice under term 56 as the date on which you would give up possession of the dwelling.</p>
Court's Order for possession	
68	<p>Effect of an order for possession (F+)</p> <p>(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 —</p> <ul style="list-style-type: none"> (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. <p>(2) Paragraph (3) of this term applies if —</p> <ul style="list-style-type: none"> (d) 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 (e) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract. <p>(3) This contract ends immediately before the occupation date of the new contract.</p>
Variation	
69	<p>Variation (F – except 69(1)(a) which is F+)</p> <p>(1) This contract may not be varied except —</p> <ul style="list-style-type: none"> (a) in accordance with term 7 (variation of rent), 8 (variation of other consideration), 70 (variation of fundamental terms) or 71 (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. <p>(2) A variation of this contract (other than by or as a result of any enactment) must be in accordance with term 72.</p>
70	<p>Variation of fundamental terms (F+)</p> <p>A fundamental term of this contract may be varied by agreement between the landlord and you (subject to term 72).</p>

71	<p>Variation of supplementary and additional terms (F+)</p> <p>(1) A supplementary or additional term of this contract may be varied (subject to term 72) —</p> <ul style="list-style-type: none"> (a) by agreement between the landlord and you, or (b) by the landlord giving you a notice of variation. <p>(2) Before giving a notice of variation the landlord must give you a preliminary notice —</p> <ul style="list-style-type: none"> (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. <p>(3) The specified time must give you a reasonable opportunity to comment.</p> <p>(4) The notice of variation must specify the variation effected by it and the date on which the variation takes effect.</p> <p>(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.</p> <p>(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.</p>
72	<p>Limitation on variation (F)</p> <p>(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).</p> <p>(2) The fundamental terms to which paragraph (1) of this term applies are —</p> <ul style="list-style-type: none"> (a) term 10 (requirement to use deposit scheme), (b) term 12 (anti-social behaviour and other prohibited conduct), (c) term 47 (joint contract-holder ceasing to be a party to the occupation contract), (d) term 48 (permissible termination), (e) term 51 (death of sole contract-holder), (f) term 68 (possession claims), (g) term 69 (1)(b) and (2) (variation), (h) this term, and (i) term 77 (false statement - inducing landlord to make contract to be treated as breach of conduct). <p>(3) A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect —</p> <ul style="list-style-type: none"> (a) unless as a result of the variation — (b) the fundamental provision which the term incorporates is incorporated without modification, or (c) 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; (d) 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.

	<p>(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).</p> <p>(5) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.</p>
Written Statements and provision of information by the landlord	
73	<p>Written statements (F+)</p> <p>(1) The landlord must give you a written statement of the contract before the end of the period of 14 days starting with the occupation date.</p> <p>(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 —</p> <ul style="list-style-type: none"> (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. <p>(3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.</p> <p>(4) You may request a further written statement of the contract at any time.</p> <p>(5) The landlord may charge a reasonable fee for providing a further written statement.</p> <p>(6) The landlord must give you the further written statement before the end of the period of 14 days starting with —</p> <ul style="list-style-type: none"> (a) the day of the request, or (b) if the landlord charges a fee, the day on which you pay the fee.
74	<p>Written statement of variation (F+)</p> <p>(1) If this contract is varied the landlord must, before the end of the relevant period, give you —</p> <ul style="list-style-type: none"> (a) a written statement of the term or terms varied, or (b) a written statement of the occupation contract as varied, <p>unless the landlord has given notice of the variation in accordance with term 7 (variation of rent), 8(2) to (4) (variation of other consideration) or 71(1)(b) and (2) to (6) (variation of supplementary and additional terms).</p> <p>(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.</p> <p>(3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.</p>
75	<p>Provision of information by landlord about the landlord (F+)</p> <p>(1) The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.</p>

	<p>(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.</p> <p>(4) 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.</p>
76	<p>Compensation for breach of term 75 (F+)</p> <p>(1) If the landlord fails to comply with an obligation under term 75, the landlord is liable to pay you compensation under section 87 of the Act.</p> <p>(2) The compensation is payable in respect of the relevant date and every day after the relevant date until —</p> <ul style="list-style-type: none"> (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. <p>(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.</p> <p>(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.</p> <p>(5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.</p>
Other matters	
77	<p>False statement inducing landlord to make contract to be treated as breach of conduct (F)</p> <p>(1) If the landlord is induced to make this contract by means of a relevant false statement —</p> <ul style="list-style-type: none"> (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 62 (breach of contract). <p>(2) A relevant false statement is one which is made knowingly or recklessly by —</p> <ul style="list-style-type: none"> (a) you, or (b) another person acting at your instigation.
78	<p>Forms of notices etc. (F+)</p> <p>(1) Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.</p> <p>(2) Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of the Act.</p>

79	<p>GDPR (A)</p> <p>(1) We will need to collect and use some of your personal data as part of your contract. Your privacy and personal information are important to us.</p> <p>(2) Any personal information that you provide to us will be dealt with in line with our Privacy Notice which can be found on our website www.ccha.org.uk, which explains what personal information we collect from you, how and why we collect, store, use and share such information, your rights in relation to your personal information and how to contact us and supervisory authorities if you have a query or complaint about the use of your personal information.</p> <p>(3) In order to process your personal data we must have a lawful basis to do so. Whilst consent is one such lawful basis, we do not have to obtain your consent in most instances and can rely upon other lawful bases to process your personal data (including in order to comply with our obligations under this contract, to protect vital interests, if we or a third party have a legitimate interest or if we must do so because of a legal obligation). However, in some instances we may require your consent in order to process your personal information - if we do, we will obtain this separately and make this clear to you and will not process the information required for that purpose unless you consent to us doing so.</p>
80	<p>Recharges (A)</p> <p>(1) Where you are in breach of any Term of this contract and, as a result of that breach, the landlord incurs costs in remedying the breach, the landlord will charge you for the reasonable costs which it incurs.</p>
81	<p>Charities Clause (A)</p> <p>The dwelling which is the subject of this Occupation Contract, is held by a charity which is an exempt charity.</p>

ANNEX A - ESTATE MANAGEMENT GROUNDS

(See Term 64)

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).

Ground D (*dwelling suitable for disabled people*)

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

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

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



(2) A person is difficult to house if that person's circumstances (other than financial circumstances) make it especially difficult for him or her to satisfy his or her need for housing.

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

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

UNDER-OCCUPATION GROUNDS

Ground G (*reserve successors*)

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

Ground H (*joint contract-holders*)

- 8 (1) This ground arises if the first condition and the second condition are met.
- (2) The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—
- (a) section 111, 130 or 138 (withdrawal), or
 - (b) section 225, 227 or 230 (exclusion).
- (3) The second condition is that—
- (a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
 - (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (*other estate management reasons*)

- 9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.
- (2) An estate management reason may, in particular, relate to—
- (a) all or part of the dwelling, or
 - (b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.



ANNEX B – SERVICES
(See Term 3)