

## PART 3: Fundamental and Supplementary Terms

### **FIXED TERM STANDARD OCCUPATION CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS**

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

Fundamental terms that cannot be left out of this contract or changed\*(4) 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 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. Example footnote on line below.

\*<sup>(5)</sup> 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

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## **TERMS**

### **Rent and Other Charges**

#### **Payment of Rent (A)**

1 - The contract holder shall pay the rent to the Management Company for the Term in advance in the following instalments. Each instalment must be paid no later than the due date stated:

2 - The Contract Holder shall be liable for the full rent due without set off or deduction other than in the circumstances described in term .

3 - Where the Landlord and/or Management Company incurs additional costs in seeking to recover the rent lawfully due these charges may be requested from the Contract holder

4 - The contract holder shall pay interest at 3% above the Bank of England's Base Rate on any Rent lawfully due that is paid more than 14 days after the date on which it becomes due. Such interest shall be payable from the date the rent should have been paid until the date the rent is actually paid.

#### **Receipt of rent or other consideration (S)**

1. You will have access to the Mansion Student app which will give you on demand access to your rent account which will show all payments made and rent demands.

~~Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration(\*5) paid or provided under the contract~~

\*6) "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 Guarantor (A)**

1 - The Guarantor guarantees to the Landlord that the contract holder shall pay the Rent and observe and perform the contract holder covenants of this contract and that if the contract holder fails

to pay the Rent or to observe or perform any of the contract holder covenants, the Guarantor shall pay or observe and perform them.

2 - The Guarantor covenants with the Landlord as a separate and independent primary obligation to indemnify the Landlord against any failure by the contract holder to pay the Rent or any failure to observe or perform any of the contract holder terms of this Agreement.

3 - The liability of the Guarantor under term (1) and (2) shall continue until the contract comes to an end and the contract holder is released from their obligations under this contract.

4 - The liability of the Guarantor shall not be affected by:

(a) any time or indulgence granted by the Landlord to the contract holder; or

(b) any delay or forbearance by the Landlord in enforcing the payment of the Rent or the observance or performance of any of the contract holder terms of this contract or in making any demand in respect of them; or

(c) the Landlord exercising any right or remedy against the contract holder for any failure to pay the Rent or to serve or perform the contract holder terms of this contract; or

(d) the Landlord taking any action or refraining from taking any action in connection with the Deposit;

(e) the contract holder dying or becoming incapable of managing their affairs.

### **Replacement Clause**

#### **Termination by the Contract-holder – Loss or Suspension of Student Status (A)**

##### **1 Application of this clause**

This clause applies where the Contract-holder:

(a) withdraws from, is excluded from, or is refused continued enrolment at their educational institution; or

(b) is absent from their course for a continuous period of more than 60 days as a result

of illness and has formally agreed with their educational institution to suspend their studies.

## **2 Right to end the occupation contract**

Where clause 1 applies, the Contract-holder may end this fixed-term standard occupation contract early by giving written notice to the Landlord.

The notice must:

- (a) state the date on which the Contract-holder intends to give up possession of the Room (the “Leaving Date”);
- (b) be received by the Landlord not less than four weeks before the Leaving Date; and (c) be accompanied by evidence reasonably satisfactory to the Landlord confirming the relevant circumstances (normally written confirmation from the educational institution).

## **3 Defective notice**

If the Landlord, acting reasonably, considers that the notice or supporting evidence does not comply with clause 2, the Landlord must notify the Contract-holder as soon as reasonably practicable and allow a reasonable opportunity for the defect to be remedied.

## **4 Effect of a valid notice**

Where a notice given under this clause is valid (or is corrected so that it becomes valid):

- a) the Contract-holder must give up possession of the Room on or before the Leaving Date;
- (b) this occupation contract will end on the Leaving Date; and
- (c) the Contract-holder remains liable for rent and any other sums due under the occupation contract up to and including the Leaving Date.

## **Nothing in this Agreement limits or excludes:**

- (a) the Tenant’s right to end the Tenancy in accordance with the terms of this Agreement;
- (b) any right the Tenant may have to end the Tenancy where MPM is in serious breach of this Agreement; or
- (c) any other statutory or legal right the Tenant may have to end the Tenancy.

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

2. Should the dwelling become unfit for human habitation you will be provided alternative accommodation in accordance with the ANUK Code of Practice.

~~You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation\*(6).-~~

\*(7) 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.

### **Right of set off\*8 (F+)**

3. If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent\*(9).

\*(8) This term only applies to contracts under which rent is payable.

\*(9) 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.

### **Deposit**

#### **Form of security (F+)**

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

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

#### **Holding Deposits (A)**

1 - The contract holder will pay the holding deposit to the management company upon accepting an offer of accommodation.

2 - The holding deposit is non-refundable if:

- (a) an offer of accommodation is made by the landlord and refused by the contract holder; or
- (b) where the contract holder has presented false or misleading information to the landlord such that the landlord reasonably decides not to enter in the contract

3 - The contract holder agrees that upon the commencement of the occupation contract the holding deposit shall convert to a security deposit and shall be treated in accordance with terms and conditions. In such circumstances a further security deposit will not be requested from the contract holder.

## **Security Deposit (A)**

1 - Upon the occupation date specified in the Key Terms the holding deposit paid by you converts into a security deposit in accordance with term (3).

2 - The Security Deposit is held by the Management Company as Stakeholder. The Management Company is a member of MyDeposits.

3 - Any interest earned on the security deposit will belong to the landlord

The Security Deposit is safeguarded by MyDeposits, which is administered by the:  
7th Floor Corn Exchange, 55 Mark Lane, London EC3R 7NE (Telephone no: 0333 321 9404/Email: info@mydeposits.co.uk.

4 - The deposit shall be held in accordance with the rules of the MyDeposits in compliance with term (1).

## **Requirement to use a deposit scheme (F)**

5. 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\*(10).

\*(10) Information about authorised deposit schemes and links to the “required information” can be found on the Welsh Government’s website.

2 - 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.

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 —

(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.

## **Purpose of the Deposit (A)**

1 - The Deposit has been taken for the following purposes:

(a) any damage, or compensation for damage, to the dwelling, the Flat and

development, its fixtures and fittings or for missing items for which the contract holder may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the contract and insured risks and repairs that are the responsibility of the Landlord;

(b) the reasonable costs incurred in compensating the Landlord for, or for rectifying or remedying any breach by you holder of your obligations under this contract, including those relating to the cleaning of the dwelling, the Flat, development or its fixtures and fittings;

(c) any unpaid accounts for the services referred to in term (5);

(d) any Rent or other money due or payable by you under this contract of which the you have been made aware and which remains unpaid after the end of the contract.

### **Deductions from the Deposit (A)**

1 - At the end of the contract, the Landlord shall be entitled to withhold from the Deposit such proportion of the Deposit as may be reasonably necessary to:

(a) make good any damage to the dwelling, the Room Items, the Flat, the development or the Shared Items (except for fair wear and tear);

(b) replace any of the Room Items or Shared Items which may be missing from the dwelling or the Flat;

(c) pay any accounts for the services for which the contract holder may be liable under term (5) (due to non-residential, unreasonable or excessive use of such services) and which remain unpaid;

(d) pay any Rent which remains unpaid; and

(e) pay for the dwelling, the Room Items, the Flat, the Service Areas and the Shared Items to be cleaned if the Tenant is in breach of its obligations under terms and conditions.

(f) pay any outstanding fees levied during the duration of the agreement in respect of lost/misplaced/replacement keys/security cards/fobs which the Landlord has incurred but which have not been paid by the contract holder

### **Deposit – End of Tenancy (A)**

1 - The Management Company must tell the contract holder within 10 working days of the end of the contract if they propose to make any deductions from the Deposit.

2 - If there is no dispute the Management Company will keep or repay the Deposit, according to the agreed deductions and the conditions of this Agreement. Payment of the Deposit or any balance of it will be made within 10 working days of the Landlord and/or Management Company and the contract holder agreeing the allocation of the Deposit.

3 -The contract holder must inform the Management Company in writing if the contract holder intends to dispute any of the deductions regarded by the Landlord or the Management Company as due from the Deposit within 20 working days after the termination or earlier ending of this contract and the contract holder vacating the Room. The Independent Case Examiner ('ICE') may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

4 - If, after 10 working days following notification of a dispute to the Management Company and reasonable attempts have been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and/or Management Company and the contract holder over the allocation of the Deposit the dispute will (subject to paragraph (5) below) be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

5 - The statutory rights of the Landlord and the contract holder to take legal action through the County Court remain unaffected by this term.

### **Prohibited Conduct**

#### **Anti-social behaviour and other prohibited conduct\*(11) (F)**

\*(11) 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).

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

- (a) to live in the dwelling subject to this contract, or
- (b) to live in a dwelling or other accommodation in the locality of the dwelling subject to this contract.

2 - You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person engaged in lawful activity —

- (a) in the dwelling subject to this contract, or
- (b) in the locality of that dwelling.

3 - You must not engage or threaten to engage in conduct —

- (a) capable of causing nuisance or annoyance to —
  - (i) the landlord, or
  - (ii) a person (whether or not employed by the landlord) acting in connection with the

exercise of the landlord's housing management functions, and  
(b) that is directly or indirectly related to or affects the landlord's housing management functions.

4 - You may not use or threaten to use the dwelling subject to this contract, including any common parts\*(11) and any other part of a building comprising the dwelling, for criminal purposes.

\*(12) 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.

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.

### **Control of the Dwelling**

#### **Use of the dwelling by the contract holder - General (A)**

1 - You shall use the room and the common parts for your own private residential purposes only.

2 - You must not:

(a) sub-let or assign any part of the dwelling nor part with possession of the dwelling

(b) act or fail to act in a way which may result in any policy of insurance in respect of the development becoming void or voidable or whereby the premium or excess therefore and therein may be increased

(c) expose or allow to be hung any laundry washing or other items so as to be visible from outside the dwelling nor dry clothes on any storage or electrical convector fans or heaters

(d) store any bicycles in the dwelling, the flat or within the development on/in any access ways or staircases

(e) park or allow any visitors to park any car or other vehicle on the grounds of the development without a permit (where applicable)

(f) apply for or seek to obtain a resident's on street parking permit from the local authority

3 - You must:

(a) Comply with the Resident's Handbook and any reasonable regulations issued from

time to time by the management company in connection with:

- (i) the use of the shared areas, service areas and/or shared items; and
- (ii) conduct in any communal areas of the development generally
- (b) Use your best endeavours to ensure that your visitors comply with the Resident's Handbook and terms and conditions of this agreement relating to care of the dwelling and prohibited behaviour
- (c) Comply with the internet usage policy as amended from time to time
- (d) Comply with all relevant legislation and other legal requirements in connection with the contract holder's use and occupation of the dwelling and general conduct in the flat/on the development
- (e) Attend a fire training session arranged by the management company
- (f) Use only properly designated storage areas for the storage of bicycles
- (g) In co-operation with other contract holders within the development keep the development clean and tidy and clear of rubbish

4 - If as a result of your breach of any of the above terms any costs are incurred by the landlord you may be required to reimburse any costs incurred in respect of the breach

#### **Use of the dwelling by the contract-holder – BUSINESS USE (S)**

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

#### **Use of the dwelling by the contract holder – Prohibited Items (A)**

1 - You must not bring onto, keep, store or use within the dwelling, flat or development any of the follow items and report to the Landlord or Management Company the presence of any of the following:

- (a) Animals or pets of any description
- (b) Liquid or gaseous fuel, noxious or explosive substances or gases, paraffin or gas heaters, cookers candles or other naked flame devises or consumables
- (c) Illegal drugs or substances whether for your own use or otherwise unless prescribed by a bona fide medical practitioner; and
- (d) Weapons or imitation weapons of any form

2 - You must not bring into the dwelling/flat/development any of the following items without the written consent of the management company:

- (a) upholstered furniture (such as sofas and armchairs)
- (b) Heating equipment
- (c) any electrical equipment which does not comply with all relevant British standards

#### **Use of the dwelling by the contract-holder – Shared Areas (A)**

1 - The Landlord may permit the Contract Holder to use Shared Areas and may provide additional facilities and services to the Contract Holder and other contract holders within the Shared Areas. The Resident's Handbook will set out what Shared Areas and additional facilities and services are available from time to time and terms of their use.

2 - The Landlord is not obliged to allow the Contract Holder to use any Shared Areas or to provide any additional facilities or services, as Rent does not include any payment towards these.

3 - The Landlord may therefore decide at any time to change the Resident's Handbook or to cease allowing contract holders to access Shared Areas or benefit from additional facilities and services, without having to pay the contract holder any compensation.

### **Use of the Development by the Contract Holder (A)**

1 - You must not:

- (a) Allow any other person to reside on any part of the Development;
- (b) Tamper with, misuse or damage any equipment or other things in the Development which are provided by the Landlord in the interests of health and safety of persons in the Development (including but not limited to firefighting equipment and fire doors)
- (c) Smoke in the Development other than in designated smoking areas

2 -You must:

- (a) Pay, on written demand, a reasonable sum or as required by the relevant emergency service to cover any costs incurred by the Landlord or the Management Company if the Contract Holder sets off a fire alarm without due care (even if accidentally) resulting in the attendance of the emergency fire services or the evacuation of any buildings

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

8. You may NOT permit persons who are not lodgers\*(13) or sub-holders\*(14) to live in the dwelling as a home.

(13) 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.

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

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

9. 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 THEIR repairing obligations\*(15) (within the meaning of section 100(2) of the Act15).

\*(15) 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 sections 91 and 92. Sections 91 and 92 of the Act are reflected in terms and of this contract.

4 - The landlord is to be treated as having interfered with your right if a person who:

(a) acts on behalf of the landlord, or

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

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

10. 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 and 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 and 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 and 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 – repairs to fixtures and fittings (S)**

11. 1- In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term (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.

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

3 - The landlord and/or management company may charge you the reasonable cost of undertaking any repairs which are your responsibility under term .

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

12. 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.

### **Landlord's right to enter the dwelling – Additional (A)**

1 - The landlord may enter the dwelling at any reasonable time for the purpose of —

(a) Carrying out the services required under this contract

(b) Showing the dwelling to prospective new occupants

2 - The landlord must give at least 24 hours' notice to you before exercising that right.

### **Duty to provide access (A)**

Where access to the dwelling is requested in accordance with terms and conditions or you are required to allow access to the Landlord, Management Company or any agents on its behalf.

### **Care of the dwelling – contract-holder's responsibilities**

#### **Duty to take care of the dwelling (S)**

13. 1 - 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) keep the dwelling in a state of reasonable decorative order;
- (c) not remove any fixtures and fittings or any items listed in any inventory from the dwelling without the consent of the landlord,
- (d) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier\*(15), any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

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

### **Duty to take care of the dwelling (A)**

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

- (a) Alter/add to the dwelling or any fixtures and fittings or inventory items
- (b) Damage or mark or change the decorative finish of the dwelling or common parts or redecorate/allow to be redecorated any part of the dwelling
- (c) Keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier\*(16), any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.
- (d) Tamper or in any way adjust safety controls to any windows such as to override the safety mechanism which has the effect of enabling the window to open to a greater extent than the safety designed limits.
- (e) Tamper with, misuse or damage any equipment or other things in the development which are provided by the landlord in the interests of health and safety of persons in the development. This includes but is not limited to firefighting equipment and fire doors.
- (f) Prepare or cook any food anywhere other than in the kitchen in the dwelling
- (g) Keep or use any deep fat frying equipment anywhere on the development
- (h) Keep or use candles or any open flame, lighting or heating equipment in the dwelling
- (i) Not cause or allow any damage, litter, obstruction or alteration to the common parts or the development.
- (j) Affix any notice poster or similar article anywhere in the development except on the notice boards (if any) provided making good any damage caused or paying the landlords reasonable costs in respect of any failure to comply with this term
- (k) Install any wireless or television pole, aerial, satellite dish or apparatus on the dwelling or development

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

3 - You, together with the other contract holders are required to keep the common areas clean, tidy and in the same condition as at the start of this contract.

### **Duty to notify landlord of defect or disrepair (S)**

14. 1 - You must notify the ~~landlord~~ MANAGEMENT COMPANY 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~~ 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.~~

THIS MUST BE REPORTED TO THE MANAGEMENT COMPANY.

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\*(17) by you, any permitted occupier or any person visiting the dwelling.

\*(17) 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.

### **Care of the dwelling – landlord's obligations**

#### **Insurance (A)**

1 - The landlord will insure the dwelling, the flat, and the shared items

2 - The landlord will not insure the contract holder's personal possession and the landlord accepts no liability for loss or damage to the contract holder's personal possessions

3 - The contract holder should ensure that they have adequate contents insurance in respect of their personal possessions

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

15. 1 - The landlord must ensure that the dwelling is fit for human habitation\*(18) —

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

\*(18) When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act, which can be found on the Welsh Government's website.

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

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

16.1 - The landlord must —

- (a) keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
- (b) keep in repair and proper working order the service installations in the dwelling.

2 - If the dwelling forms part only of a building, the landlord must —

- (a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and
- (b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either —
  - (i) forms part of any part of the building in which the landlord has an estate or interest, or
  - (ii) is owned by the landlord or is under the landlord's control.

3 - The standard of repair required by paragraphs (1) and (2) of this term is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home.

4 - In this contract, "service installation" means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water

5 - the landlord will comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 and subsequent amendments

### **Further landlord obligations in relation to terms and (F+)**

17. 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 and .

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 and conditions.

### **Limits on landlord obligations in relation to terms and : General (F+)**

18. 1 - Term (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 (1) and (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 (1) and (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 (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 and : contract-holder's fault (F+)**

19. 1 - Term 15 (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 16 (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 15 and 16 and notice (F+)**

20.1 - The landlord's obligations under term 15(1)(b) and under 16 term (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 (1)(b) and under term (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 (1) or (1) or (2), the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

### **Rights of permitted occupiers (F+)**

21. 1 - A permitted occupier\*(19) who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term or , may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

\*(19) 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 - But a permitted occupier who is a lodger\*(20) or sub-holder\*(21) may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation\*(22) contract is made, in accordance with this contract.

(\*20) 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.

(\*21) Section 59(3) of the Act provides that a “sub-holder” means the contract-holder under the sub-occupation contract.

(\*22) 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.

### **Limitation of Liability – Management Company (A)**

1 - Nothing in this agreement shall limit or exclude the Management Company's Liability for:

- (a) Death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- (b) Fraud or fraudulent misrepresentation

2 - Subject to paragraph (1) above:

- (a) the Management Company shall under no circumstances whatever be liable to the Contract Holder, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Contract; and
- (b) the Management Company's total liability to the Contract Holder in respect of all other losses arising under or in connection with this Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the amount of Rent relating to the period of the Contact

3 - Paragraphs (1) and (2) above shall survive the termination of this contract

### **Making changes to the dwelling or utilities**

#### **Changes to the dwelling (S)**

22.1 - You must not make any alteration to the dwelling without the consent of the landlord.

2 - For the purposes of paragraph (1) of this term, "alteration" includes:

- (a) any addition to or alteration of the fixtures and fittings in the dwelling,
- (b) the erection of an aerial or satellite dish,
- (c) the erection, removal or structural alteration to sheds, garages or any other structures in the dwelling, and
- (d) the carrying out of external decoration to the dwelling.

#### **Council Tax and Utilities (A)**

1 - The contact holder shall provide Cardiff City Council with all information required in order to allow Cardiff City Council to provide a Council Tax Exemption Certificate.

2 - The contract holder shall be liable for any council tax payments which arise when the contract holder does not have/is not entitled to a Council Tax Exemption Certificate.

3 - Where the contract holder ceases to be a full time/part time student but continues to live in the dwelling the contract holder must, within 7 days of written demand from the

landlord reimburse the landlord in respect of any council tax due in respect of the entire flat as a result of the contract holder's continued occupation of the dwelling.

4 - The contract holder shall be responsible for obtaining and paying for any television licence required for any television in the dwelling and shall be jointly and severally liable with the other contract holders for any television in the shared areas of the flat (such as kitchens).

5 - Normal use of electricity, gas, water and sewage utility services is included in the rent. The contract holder shall use such services reasonably.

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

23. 1 - You may NOT 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) stall 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.

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

#### **Security of the dwelling – unoccupied periods (S)**

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

#### **Security of the dwelling – locks (S)(A)**

25. 1 - You must take reasonable steps to ensure the dwelling is secure AND MUST NOT MARK OR LABEL ANY KEYS ASSOCIATED WITH THE DWELLING.

2 - You may NOT 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.

3 -

~~If any change made under paragraph (2) of this term results in a new key being needed to access the dwelling or any part of the dwelling, you must notify the landlord as soon as reasonably practicable of any change and make available to the landlord a working copy of the new key.~~

### **Security of the dwelling - locks - Cont. (A)**

1 - You must report any lost keys to the management company immediately.

2 - You must take all reasonable steps to ensure that the dwelling and building are kept secure from the intrusion of unauthorised persons (including by shutting and locking windows and doors when you leave).

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

#### **Permissible forms of dealing (F+)**

26.1 - 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)\*(23).

\*(23) 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.

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

(a) in a way permitted by this contract, or

(b) in accordance with a family property order.

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

(a) the transaction is not binding on the landlord, and

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

4 - “Dealing” includes —

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

### **Permitting lodgers (F+)**

27. You must not allow persons to live in the dwelling as lodgers\*(24) without the landlord's consent.

\*(24) For the purposes of this term, section 244(3) and (4) of the Act states 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.'

### **Provisions about joint contract-holders**

#### **Provisions about adding a joint contract-holder (F+)**

28. 1 - You, as the contract-holder under this contract, and another person may, with the consent of the landlord\*(25), make that person a joint contract-holder under this contract.

\*(25) 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.

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.

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

29.1 - 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)**

30.1 - 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 to , to and term \*(26), or

(b) any enactment, such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

\*(26) 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 to , to and term .

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 frustration\*(27).

\*(27) 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.

#### **Termination by agreement (F+)**

31.1 - 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+)**

32. If the landlord commits a repudiatory breach\*(28) 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.

\*(28) A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.

### **Death of a sole contract-holder (F)**

33.1 - If you are the sole contract-holder, this contract ends —

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

2 - The authorised persons are —

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

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

4 - This contract does not end if, at your death, a family property order\*(29) has effect which requires the contract to be transferred to another person.

\*(29) 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.

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)**

34.1 - 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,

(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.

### **Contract-holders' obligations at the end of the contract – Cont. (A)**

1 - When you vacate the dwelling at the end of this contract, you must also —

(a) Attend a check out inspection by the management company's site management team and sign a copy of the inspection report

(b) Ensure that the dwelling is clean and tidy (save for fair wear and tear)

2 - Jointly and severally with the other contract holders ensure that the service area and shared items are left in the same clean state and condition as they were at the beginning of the contract

3 - At the end of the contract you must supply the landlord with a forwarding address and confirm via the student portal the correct bank details of the return of deposit monies (less any relevant deductions)

4 - Where any personal property remains in the dwelling at the end of this contract:

(a) The management company will take reasonable steps to notify the contract holder at the contract holder's last known email address

(b) If the belongings are not collected within one month of the end of the contract the landlord or management company may dispose of the property

5 - Where any keys are not returned as required by this clause the contract holder will pay to the landlord a reasonable replacement charge

### **Repayment of rent or other consideration (S)**

~~35. 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+)**

36.1 - 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 49(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 contract\*(30).

\*(30) See term 55 regarding the giving of a notice.

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.

### **Termination of the contract with joint contract holders (F+)**

37. 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)**

38. 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 5 of Part 9 of the Act which are set out in the terms and conditions.

#### **Possession notices (F+)**

39. 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 (in relation to a breach of contract by a contract-holder);

(b) term (in relation to estate management grounds);

(c) term (in relation to serious rent arrears).

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.

#### **Breach of contract (F+)**

40. 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+)**

41. 1 - Before making a possession claim on the ground in term , 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 (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.

### **Breach of contract – Expenses and Damages (A)**

1 - Without prejudice to the Landlords right to bring a possession claim under term above if the contract holder breaches this contract or fails to fulfil any of its obligations under this contract the result of which is costs being incurred by the landlord and/or Management Company you may be required to pay damages including:

- (a) The cost incurred in remedying such breaches; or
- (b) In connection with the enforcement of those obligations; or
- (c) Recovering possession of the dwelling

2 - The landlord and/or Management Company also reserve the right to charge to the tenant the cost incurred in respect of any damage to:

- (a) the dwelling and any other part of the development,
- (b) the fixtures and fittings of the dwelling/development
- (c) the dwelling items and/or shared items

### **Estate management grounds (F+)**

42. 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 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 (estate management grounds) (F+)**

43. 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 Act<sup>\*(31)</sup> subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

<sup>\*(31)</sup> 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).

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.

### **Serious Rent Arrears (F+)**

44. 1 - If you are seriously in arrears with your rent, the landlord may on that ground make a possession claim.

2 - You are seriously in arrears with your rent:

(a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;

(b) where the rental period is a month, if at least two months' rent is unpaid;

(c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;

(d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears

3 - Section 216 of the Act provides that the court must (subject to any available defence based on your Convention rights\*(32) make an order for possession of the dwelling if it is satisfied that you:

(a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and

(b) are seriously in arrears with your rent on the day on which the court hears the possession claim

\*(32) "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 (serious rent arrears) (F+)**

45. 1 - Before making a possession claim on the ground in term , 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 14 days 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.

### **Court's Order for possession**

#### **Effect of order for possession (F+)**

46. 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 47(1)(a) which is F+)**

47.1 - This contract may not be varied except —

(a) by agreement with you and your landlord; 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 .

### **Limitation on variation (F)**

48.1 - 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 5 (requirement to use deposit scheme),  
(b) term 6 (anti-social behaviour and other prohibited conduct),  
(c) term 29 (joint contract-holder ceasing to be a party to the occupation contract),  
(d) term 30 (permissible termination),  
(e) term 33 (death of sole contract-holder),  
(f) term 38 (possession claims),  
(g) term 47(1)(b) and (2),  
(h) this term, and  
(i) term 54 (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 such as an Act of Senedd Cymru or an Act of Parliament or regulations made

by the Welsh Ministers) is of no effect —

(a) unless as a result of the variation —

(i) the fundamental provision<sup>\*(33)</sup> which the term incorporates is incorporated without modification, or

(ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that your position is improved;

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

<sup>\*(33)</sup> 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”.

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 information provided by landlord**

### **Written statements (F+)**

49. 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.

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.

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+)**

50. 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,

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+)**

51. 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.

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 (F+)**

52.1 - If the landlord fails to comply with an obligation under term 51 , 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 before the end of which the landlord was required to give the notice.

### **Inventory (S)**

53. 1 - The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term .

2 - The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.

3 - IF YOU ARE SATISFIED THAT THE INVENTORY IS ACCURATE YOU SHALL SIGN AND RETURN IT.

4 - If you disagree with the information within the inventory, you may provide comments to the landlord.

5 - Where no comments are received by the landlord within 14 days, the inventory is deemed accurate EVEN IF UNRETURNED.

6 - Where comments are received by the landlord within 14 days, the landlord must either—

(a) amend the inventory in accordance with those comments and send the amended inventory to you, or

(b) inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory, or

(c) amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed

### **Other matters**

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

54. 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 (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+)**

55. 1 - Any notice, statement or other document required or authorised to be given or made by this contract must be in writing.

2 - Sections 236\*(34) 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.

(\*34) 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.

### **Passing notices etc. to the landlord (S)**

56.1 - You must:

(a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner generally, and

(b) as soon as is reasonably practicable, give the original copies of any such notices, orders or other documents to the landlord OR MANAGEMENT COMPANY.

### **Data Protection (A)**

1 - Information about how the Management Company process and protect personal information that they hold about the Tenant, such as name, address, date of birth and details of University and including if applicable any special categories of data (formerly called sensitive personal data) such as medical information, is set out in the Privacy Policy on the Management Company's website

<https://www.mansionstudent.co.uk/privacy-cookies-retention-policies/>

2 - The Privacy Policy (together with the Management Company's terms of use at <https://www.mansionstudent.co.uk/privacy-cookies-retention-policies/> any other documents referred to on it) sets out the basis on which any personal data the Management Company collects from the Tenant, or that the Tenant provides to them, will be processed by them.

3 - The Tenant is required to read the Privacy Policy carefully to understand practices regarding their personal data and how the Management Company will treat it.

## **Sustainability (A)**

- 1 - The Tenant will comply with the waste segregation and recycling policy in relation to the Development, as notified by the Management Company or the Landlord from time to time.
- 2 - The Tenant agrees that the consumption of energy and water in the Room and the Flat will not exceed the applicable level set out in the Schedule of Fair Usage.
- 3 - If the Tenant breaches this obligation the Tenant shall pay to the Landlord on request the extra costs incurred in connection with the provision or use of energy and water in the Room and/or the Flat above that level.

## **Cancellation Policy (A)**

The Management Company's cancellation policy is available on its website <https://www.mansionstudent.co.uk/>. This states that, if certain conditions are met, the Landlord may consider releasing the Tenant from this agreement if the Tenant wishes to leave the Development. However, please note that it is at the Landlord's discretion whether to agree to any request for release and there is no obligation on the Landlord to agree.

PART 4: The Potential Contract (184.2)

## **TERMS WHICH APPLY TO ANY PERIODIC STANDARD CONTRACT WHICH MAY ARISE UNDER SECTION 184(2) OF THE ACT AFTER THE END OF THE FIXED TERM (the POTENTIAL CONTRACT)**

### **Preliminary Matters**

#### **Occupation Date and Rent**

- 1 - The terms set out in Part 4 will only apply if you remain in occupation of the dwelling after the end of the fixed term set out in the Key Matters.
- 2 - The occupation date for the Potential Contract will be 01/07/2026 .
- 3 - The rent is payable monthly in advance. The first payment is due on first payment due date and further payments are due according to payment schedule contained herein.

#### **Terms of Fixed Contract which will apply to the Potential Contract**

- 1 - Subject to paragraph (2) below, the terms of the Fixed Term Standard Contract will apply to the Potential Contract.
- 2 - The terms of the Fixed Standard Contract which will not apply to the Potential Contract are:

(a) Fundamental Terms numbered:

- (i) (5)
- (ii) ,
- (iii) &
- (iv) &
- (v) .

(b) Supplemental Terms numbered:

- (i)
- (ii)
- (iii)
- (iv)
- (v)
- (vi)
- (vii)
- (viii)
- (ix)
- (x)

3 - Term will apply as if not struck through.

### **Additional Terms which will apply to the Potential Contract**

#### **Receipt of rent or other consideration (S)**

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.

#### **Variation of rent (F+)**

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 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.

#### **Variation of other consideration (F+)**

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
- (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.

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

You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation\*(35).

\*(35) 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.

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

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

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

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

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

1 - In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term (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.

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

### **Landlord's right to enter the dwelling – repairs to fixtures and fittings – Cont. (A)**

The landlord and/or management company may charge you the reasonable cost of undertaking any repairs which are your responsibility under term .

### **Duty to notify landlord of defect or disrepair (S)**

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 care by you\*(36), any permitted occupier or any person visiting the dwelling.

\*(36) 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.

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

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.

### **Security of the dwelling – unoccupied periods (S)**

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.

### **Withdrawal of a joint contract-holder (F+)**

- 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 (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)**

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

#### **Variation (F – except (1)(a) which is F+)**

1 - This contract may not be varied except —

- (a) in accordance with term (variation of rent), (variation of other consideration), and (variation of terms other than rent), 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 .

#### **Variation of terms other than rent (F+)**

The fundamental terms, supplemental terms and the additional terms of this contract may (subject to term) be varied by agreement between the landlord and you.

#### **Limitation on variation (F)**

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 (requirement to use deposit scheme),
- (b) term (anti-social behaviour and other prohibited conduct),
- (c) term (joint contract-holder ceasing to be a party to the occupation contract),
- (d) term (permissible termination),
- (e) term (death of sole contract-holder),
- (f) term (possession claims),
- (g) terms - (further restrictions on giving landlord's notice under term 55)
- (h) term (1)(b) and (2) (variation),
- (i) this term, and
- (j) term (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 such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect —

- (a) unless as a result of the variation —
  - (i) the fundamental provision which the term incorporates is incorporated without modification, or
  - (ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, but the effect of this is that your position is improved;
- (b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which paragraph (2) of this term applies.

4 - A variation of a term of this 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 statement of variation (F+)**

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 (variation of rent), (2) to (4) (variation of other consideration).

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.

### **Inventory (S)**

1 - The landlord must provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term .

2 - The inventory must set out the dwelling's contents, including all fixtures and fittings and must describe their condition as at the occupation date.

3 - If you disagree with the information within the inventory, you may provide comments to the landlord.

4 - Where no comments are received by the landlord within 14 days, the inventory is deemed accurate.

5 - Where comments are received by the landlord within 14 days, the landlord must either—

(a) amend the inventory in accordance with those comments and send the amended inventory to you, or

(b) inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory, or

(c) amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.

### **Additional Termination Terms which apply to the Potential Contract only (the parties termination rights in terms - will apply to the Potential Contract)**

#### **Permissible Termination etc. (F)**

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.

(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 frustration.

### **Possession claims (F)**

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 5 of Part 9 of the Act which are set out in the terms and conditions.

### **Possession notices (F+)**

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 (in relation to a breach of contract by a contract-holder);
- (b) term (in relation to estate management grounds);
- (c) term (in relation to a contract-holder’s notice);
- (d) term (in relation to serious rent arrears).

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.

### **Contract-holder’s notice (F+)**

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+)**

The date specified in a notice under term 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+)**

1 - If you give up possession of the dwelling on or before the date specified in a notice under term, 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 .

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.

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

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

2 - Section 215 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).

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

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

### **Termination by landlord; Landlord's notice**

#### **Landlord's Notice (F+)**

The landlord may end this contract by giving you notice that you must give up possession of the dwelling on a date specified in the notice.

#### **Minimum Notice period (F+)**

The date specified in any notice given under term may not be less than six months after the day on which the notice is given to you.

#### **Restrictions on giving further notices under term (landlord's notice) (F+)**

1 - Paragraphs (2) and (3) apply where:

- (a) a landlord has given you a notice under term ("the first notice"), and
- (b) the landlord has subsequently withdrawn the notice (see term (3)).

2 - The landlord may not give another notice under term to you before the end of the period of six months starting with the day on which the first notice was withdrawn, other than in accordance with paragraph (3) of this term.

3 - The landlord may give one more notice under term to you during the period of 28 days starting with the day on which the first notice was given.

4 - Paragraph (5) applies where:

- (a) a landlord has given a contract-holder a notice under term , and
- (b) the period for making a possession claim on the ground in term has ended without the landlord having made a claim.

5 - The landlord may not give another notice under term to you before the end of the period of six months starting with the last day of the period before the end of which the landlord could have made the claim (see term (b)).

### **Recovery of possession following a notice given under term (F+)**

1 - If the landlord gives you a notice under term , the landlord may on that ground make a possession claim.

2 - Section 215 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, unless section 217 of the Act (retaliatory possession claims to avoid obligations to repair etc.) applies (and subject to any available defence based on your Convention rights).

### **Restriction on making a possession claim under term**

The landlord may not make a possession claim on the ground in term :

- (a) before the date specified in the notice given by the landlord to you under term , or
- (b) after the end of the period of two months starting with that date.

### **Termination of contract following a notice given under term (F+)**

1 - If you give up possession of the dwelling on or before the date specified in a notice under term , 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 .

3 - The notice ceases to have effect if:

- (a) before the contract ends, and during the period of 28 days starting with the date on which the notice was given, the landlord withdraws the notice by giving further notice to you, or
- (b) before this contract ends, and after the end of the period of 28 days starting with day on which the notice was given:
  - (i) the landlord withdraws the notice by giving further notice to you, and
  - (ii) you do not object to the withdrawal in writing before the end of a reasonable period.

### **Termination by landlord: Restriction on serving a landlord's notice**

#### **Restrictions on giving notice under term : notice may not be given until after the first six months of occupation (F+)**

1 - The landlord may not give notice under term before the end of the period of six months starting with the occupation date of this contract.

2 - If this contract is a substitute occupation contract, the landlord may not give such notice under term before the end of the period of six months starting with the occupation date of the original contract.

3 - For the purposes of paragraph (2) of this term:

- (a) an occupation contract is a substitute occupation contract if:
  - (i) the occupation date of this contract falls immediately after the end of a preceding occupation contract,
  - (ii) immediately before the occupation date of this contract a contract-holder under this contract was a contract-holder under the preceding contract and a landlord under this contract was a landlord under the preceding contract, and
  - (iii) this contract relates to the same (or substantially the same) dwelling as the preceding contract, and

(b) "original contract" means:

- (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract;
- (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

### **Guidance Note:**

The Potential Contract will be a substitute contract under term .

**Restriction on giving notice under term following retaliatory possession claim (F+)**

1 - Paragraph (2) of this term applies where:

- (a) the landlord (having given you a notice under term ) has made a possession claim on the ground in term , and
- (b) the court has refused to make an order for possession because it considered the claim to be a retaliatory claim (see section 217 of the Act).

2 - The landlord may not give another notice under term to you before the end of the period of six months starting with the day on which the court refused to make an order for possession.

**Further restrictions on giving notice under term - failure to provide written statement (F)**

The landlord may not give notice under term at a time when:

- (a) you have not been given a written statement of the contract under term (1) (requirement to provide written statement at the start of a contract), or
- (b) the landlord is aware that the identity of the contract-holder has changed, and the new contract- holder has not been given a written statement of the contract under term (2).

**Guidance Note:**

As the terms of the Potential Contract are set out in the fixed term standard contract, the landlord is not required to serve a further written statement of contract as provided by Section 185(2) of the Act.

**Restriction on giving notice under term – late provision of written statement (F)**

If the landlord has failed to comply with term (1) and (2) (the duty to provide written statement of contract), the landlord may not give notice under term during the period of six months starting with the day on which the landlord gave a written statement of this contract to you.

**Restriction on giving notice under term – failure to provide information about landlord (F)**

The landlord may not give notice under term at a time when the landlord has not provided a notice in accordance with the landlord's duty to provide information under term (duty to provide information about landlord).

**Restriction on giving notice under term – failure to provide a valid energy performance certificate (F)**

1 - The landlord may not give notice under term at a time when the landlord has not complied with regulation 6(5) of the EPB Regulations.

2 - For the purposes of this term, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to you when a certificate given to you in compliance with that regulation ceases to be valid under the EPB Regulations).

3 - In this term:

"the EPB Regulations" ("y Rheoliadau PYA") means the Energy Performance of Buildings (England and Wales) Regulations 2012;

"valid energy performance certificate" ("tystysgrif perfformiad ynni ddilys") is to be interpreted in accordance with the EPB Regulations.

**Restriction on giving notice under term – breach of security and deposit requirements (F)**

1 - The landlord may not give notice under term at a time when security required by the landlord in connection with the contract in a form not permitted by term has not been returned to the person by whom it was given.

2 - The landlord may not give a notice under term at a time when any of paragraphs (3) to (5) of this term apply unless:

(a) a deposit paid in connection with this contract has been returned to you (or any person who paid the deposit on your behalf) either in full or with such deduction as may have been agreed, or

(b) an application to the county court has been made under paragraph 2 of Schedule 5 to the Act and has been determined by the county court, withdrawn, or settled by agreement between the parties.

3 - This paragraph applies if a deposit has been paid in connection with this contract but the initial requirements of an authorised deposit scheme have not been complied with.

4 - This paragraph applies if a deposit has been paid in connection with this contract but the landlord has not provided the information required by term (2)(b).

5 - This paragraph applies if a deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme.

**Restriction on giving notice under term – prohibited payments and holding deposits under the Renting Homes (Fees etc.) (Wales) Act 2019 (anaw 2) (F)**

1 - The landlord may not give a notice under term at a time when:

- (a) a prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to this contract as described in section 2 or 3 of that Act, and
- (b) that prohibited payment has not been repaid

2 - The landlord may not give a notice at a time when:

- (a) a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to this contract has not been repaid, and
- (b) the circumstances are such that the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

3 - In determining for the purposes of this term whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following:

- (a) a payment of rent under this contract;
- (b) a payment required as security in respect of this contract.

**Restriction on giving notice under term – failure to ensure that working smoke alarms and carbon monoxide alarms are installed (F)**

The landlord may not give notice under term at a time when:

- (a) the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and
- (b) as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

**Restriction on giving notice under term – failure to supply electrical condition report etc. (F)**

The landlord may not give notice under term at a time when:

- (a) the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022 (failure to

obtain an electrical condition report, or to give the contract-holder such a report or written confirmation of certain other electrical work), and  
(b) as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

### **Restriction on giving notice under term – failure to provide gas safety report to contract-holder (F)**

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

2 - For the purposes of paragraph (1) of this term, a landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when:

(a) the landlord has ensured that you have been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of the applicable gas safety record, and

(b) that record is valid.

3 - For the purposes of paragraph (2) of this term, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.

4 - In this term:

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

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

"Gas Safety Regulations" ("y Rheoliadau Diogelwch Nwy") means the Gas Safety (Installation and Use) Regulations 1998

## **ANNEX**

### **ANNEX A - ESTATE MANAGEMENT GROUNDS**

#### **REDEVELOPMENT GROUNDS**

##### **1 - Ground A (building works)**

The landlord intends, within a reasonable time of obtaining possession of the dwelling—

(a) to demolish or reconstruct the building or part of the building comprising the dwelling, or

(b) to carry out work on that building or on land treated as part of the dwelling, and cannot reasonably do so without obtaining possession of the dwelling.

## **2 - Ground B (redevelopment schemes)**

1 - This ground arises if the dwelling satisfies the first condition or the second condition.

2 - The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.

3 - The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

## **SPECIAL ACCOMMODATION GROUNDS**

### **3 - Ground C (charities)**

1 - The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.

2 - But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.

3 - In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

### **4 - Ground D (dwelling suitable for disabled people)**

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

(a) there is no longer such a person living in the dwelling, and

(b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

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

1 - The landlord is a housing association or housing trust which makes dwellings available only for occupation (whether alone or with others) by people who are difficult to house, and—

(a) either there is no longer such a person living in the dwelling or a local housing

authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and

(b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

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

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

The dwelling constitutes part of a group of dwellings which it is the practice of the landlord to make available for occupation by persons with special needs and—

(a) a social service or special facility is provided in close proximity to the group of dwellings in order to assist persons with those special needs,

(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**

### **7 - Ground G (reserve successors)**

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

### **8 - Ground H (joint contract-holders)**

1 - This ground arises if the first condition and the second condition are met.

2 - The first condition is that a joint contract-holder's rights and obligations under the contract have been ended in accordance with—

(a) section 111, 130 or 138 (withdrawal), or

(b) section 225, 227 or 230 (exclusion).

3 - The second condition is that—

(a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or

(b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

## **OTHER ESTATE MANAGEMENT REASONS**

## **9 - Ground I (other estate management reasons)**

1 - This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the dwelling.

2 - An estate management reason may, in particular, relate to—

(a) all or part of the dwelling, or

(b) any other premises of the landlord to which the dwelling is connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.