

Newport City Homes
**Secure Occupation
Contract (Converted)**



Written statement of a Secure Occupation Contract (converted)

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About your contract (explanatory information)

This contract is a legal contract setting out the rights and responsibilities of Newport City Homes (as your landlord) and of you (as the contract-holder).

Explanatory Information about the Written Statement

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

The written statement of your occupation contract

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

Meaning of words used¹

- VII. The ‘occupation date’ of an occupation contract is the day on which you are entitled to begin occupying the dwelling.
- VIII. The ‘key matters’ in an occupation contract means the following information:
 - a. the address of the dwelling;
 - b. the occupation date;
 - c. the amount of rent (or other consideration); and,
 - d. the rental period (*i.e.* the length of time in respect of which rent must be paid, such as weekly or

¹ See also the definitions section of this contract.

monthly).

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

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

- X. 'Fundamental terms' are provisions of the Act (or of any other enactment that the Welsh Ministers specify are fundamental terms) that are automatically incorporated as terms of your occupation contract. Some of the fundamental provisions cannot be omitted or modified and must reflect the wording in the Act, apart from editorial changes. Other fundamental provisions can be omitted or modified subject to the agreement of you and your landlord, but only if doing so improves your position.
- XI. 'Supplementary terms' are provisions (set out in regulations made by Welsh Ministers) which are also automatically incorporated as terms of the occupation contract, unless:
- a. the supplementary terms are omitted or modified. Supplementary terms can be omitted or modified, subject to the agreement of you and your landlord, either to improve your position or that of your landlord, provided that the omission or modification would not make a supplementary term incompatible with a fundamental term; or
 - b. the occupation contract has been converted from an existing tenancy or licence made prior to the implementation of the Act.
- XII. If any fundamental or supplementary provisions have not been incorporated as terms of the occupation contract, such provisions are identified in Annex F.
- XIII. 'Additional terms' are agreed by you and your landlord if they are included in your occupation contract. They can cover any matter provided, they do not conflict with a key matter, a fundamental term or a supplementary term.
- XIV. Any additional term, or modification to a supplementary term, that is incorporated in the occupation contract is not binding on you if it is an unfair term under section 62 (requirement for contract terms and notices to be fair) of the Consumer Rights Act 2015.

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

- XV. Where the occupation contract has been converted from an existing tenancy or licence made prior to the implementation of the Act, existing terms of the contract which were already agreed by you and your landlord prior to the conversion are additional terms. These terms will continue to have effect except where they are incompatible with a fundamental term provision incorporated as a term of the occupation contract.
- XVI. Supplementary terms that are incompatible with terms of the existing tenancy or licence prior to its conversion to an occupation contract will not be incorporated into the occupation contract.
- XVII. If your occupation contract has been converted from an existing tenancy or licence made prior to the implementation of the Act, once your landlord has given you a written statement of occupation contract:

- a. certain fundamental terms can be omitted or modified subject to the agreement of you and your landlord, but only if doing so improves your position; and
- b. supplementary terms can be omitted or modified subject to the agreement of you and your landlord, either to improve your position or that of your landlord, provided that the omission or modification would not make the supplementary term incompatible with a fundamental term.

Your rights and responsibilities

- XXVIII. You have important rights relating to how you can use the dwelling, although some of these rights are subject to obtaining your landlord's consent.
- XIX. A succession right may apply to someone who lives in the dwelling with you if you die.
- XX. You can be held responsible for any anti-social behaviour or other prohibited conduct of anyone who lives in or visits the dwelling. Anti-social behaviour or other prohibited conduct can include excessive noise, verbal abuse, physical assault and domestic abuse (including physical, sexual, psychological, emotional or financial abuse).
- XXI. You must not allow the dwelling to become overcrowded by permitting more persons to live in the dwelling than the maximum number allowed. Part 10 of the Housing Act 1985 (overcrowding) provides the basis for determining the maximum number of people to live in the dwelling.
- XXII. You cannot be evicted without a court order, unless you abandon the dwelling.
- XXIII. Before the court can make a possession order, your landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied:
- a. you have broken one or more terms of the contract (which include: failure to pay rent, engaging in or threatening to engage in anti-social behaviour or other prohibited conduct, or failing to take proper care of the dwelling) and it is reasonable to evict you; or
 - b. your landlord needs to move you, and one of the estate management grounds under section 160 of the Act applies, suitable alternative accommodation is, or will be, available when the order takes effect and it is reasonable to evict you.

Issues with the dwelling and disputes

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

Further information about occupation contracts

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

Definitions

In this contract the following words and phrases shall have the meanings as set out below. Unless otherwise stated, all references to 'the contract' relate to this document, which is a secure occupation contract (converted) under the Renting Homes (Wales) Act 2016 and associated legislation.

The Act

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

Additional terms

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

Basic residence condition

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

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

Carer

A person who:

- a. provides or intends to provide a substantial amount of care for another person on a regular basis, and
- b. does not provide or will not provide that care because of a contract of employment or other contract with any person.

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

Common parts

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

For the avoidance of doubt, this includes all entrance halls, stairways, balconies, walkways, lifts, communal bin-stores and fixtures and fittings which are used in common with other persons.

Contract-holder

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

Convention Rights

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

Council

Council means Newport City Council or any successor local authority.

Dealing

For the purpose of this contract “dealing” includes:

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

Enactment

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

Family member condition (succession)

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

Family property order

For the purposes of this contract and the Renting Homes (Wales) Act 2016,

- a. a “family property order” is an order under:
- b. section 24, Matrimonial Causes Act 1973;
- c. section 17 or 22, Matrimonial and Family Proceedings Act 1984;
- d. paragraph 1, schedule 1, Children Act 1989;
- e. schedule 7, Family Law Act 1996;
- f. part 2, schedule 5, Civil Partnership Act 2004;
- g. paragraph 9 or 13, schedule 7, Civil Partnership Act 2004; or

- h. an order under schedule 1 (as it continues to have effect because of schedule 9, Family Law Act 1996), Matrimonial Homes Act 1983.

Fundamental term

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

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

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

Key matters

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

Lack of care

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

Lodger

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

Members of a family

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

- a. he or she is the spouse or civil partner of that person,
- b. he or she and that person live together as if they were spouses or civil partners, or
- c. he or she is that person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

Permitted occupier

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

Prohibited conduct

Conduct of the contract-holder prohibited by section 55 of the Act and terms 7.1 to 7.5 of this contract. Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

Priority Successor

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

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

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

Reserve Successor: carer

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

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

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

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

A person meets the carer residence condition if:

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

Reserve Successor: family member

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

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

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

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

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

Repairing obligations

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

- a. Obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and,
- b. obligations to keep any dwelling fit for human habitation however expressed, and,
- c. include a landlord's obligations under sections 91 and 92 of the Act (which in this contract are set out in terms 5.4 to 5.5 and 5.9 to 5.11).

Service installation

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

Specified service installations

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

Supplementary term

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

Visitors

Visitors means any person who comes to your home to visit you or any members of your household. This includes regular and occasional visitors, whether adults or children, family or people not related to you.

Further explanations

The words contained in this agreement referring to or implying a single number also include reference to more than one and vice versa.

Save where this contract refers to 'the Act' as defined, any reference in this contract to an Act of the National Assembly for Wales or Parliament refers to that Act as it applies at the date of this contract and any later amendment or re-enactment of it.

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

Due to the addition of relevant fundamental and supplementary terms, editorial changes include:

- a. the order in which terms might appear;
- b. the numbering of terms; and, as a result,
- c. certain cross-referencing between annexes, sections and terms within this contract.

1. Key and other matters

Please see attached sheet that sets out the key matters and other information in relation to this secure occupation contract

The fundamental and supplementary terms of this (converted) secure contract are set out in this Part. Fundamental terms that cannot be left out of this contract or amended in a way that changes their substance in any way have (MF) added after the term. Fundamental terms that can be left out or changed if you and we agree and it improves your position have (F) added. Supplementary terms have (S) added. Additional terms have (A) added.

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

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

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

2. Notices

- 2.1 Any notice, statement or other document required or authorised to be given or made by this contract must be in writing. (F)
- 2.2 Sections 236 and 237 of the Act make further provision about form of notices and other documents, and about how to deliver or otherwise give a document required or authorised to be given to a person by or because of the Act.² (F)
- 2.3 This term gives you notice that our address for receiving legal notices, and any other communication arising from this contract, is: Newport City Homes, Nexus House, Mission Court, Newport, NP20 2DW. (A)

3. Payments for your home

It is important that you pay your rent and other charges under this contract when they are

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

due. If you do not, we may take court proceedings. Contact us immediately if you have any difficulty in making payment.

Payments

- 3.1 The weekly rent and service and other charges for your home is set out in this contract at term 1.7 and Annex D and Annex E. (A)
- 3.2 The payment of rent and service and other charges is due in advance on the Monday of each week. We may agree to collect your rent fortnightly or monthly in advance if you prefer. (A)
- 3.3 You are responsible for making sure rent is paid whether or not you receive help with rent. (A)
- 3.4 We will collect rent and service and other charges due under this contract over 50 weeks in each financial year (starting 1st April each year). We will tell you at the start of the year which weeks are “non-payment” weeks. (A)

Receipt of rent

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

Variation of rent

- 3.6 We may vary the rent payable under this contract by giving you a notice setting out a new rent to take effect on a date specified that will be in the notice. (F)
- 3.7 The period between the day on which the notice is given to you and the date specified on which the new rent will take effect may not be less than two months. (F)
- 3.8 The first notice to vary the rent payable may specify any date as long as it complies with terms 3.6 and 3.7. Any subsequent notice to vary must specify a date which is not less than one year after the last date on which a new rent took effect. (F)

Services

- 3.9 We shall provide the services set out in Annex D this contract for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service in Annex D to this contract. (A)
- 3.10 We may, after consulting the contract-holders affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services. We will act reasonably and will take into account any legal requirements. (A)

Changes in service and other charges

- 3.11 With effect from the first Monday in April after this contract is granted, we may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided. (A)
- 3.12 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year. (A)
- 3.13 At the same time, we will work out how much we have actually spent on providing services for you in the previous year and will make the necessary adjustment by reducing or increasing your service charge for the next year as appropriate. (A)
- 3.14 We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying. (A)
- 3.15 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable. (A)

Rent arrears and advance payments

- 3.16 If when we grant you this contract, you have made any advance rent payments (known as credits) or have rent (or service charge or other charges) arrears on your rent account for your home (or any other property Newport City Homes let to you) when this contract was granted, we will:
- a.add the amount to any credit you have to your rent account (this is known as crediting your account); or
 - b.add any arrears you have to your rent account (known as debiting your account).
- (A)
- 3.17 For the avoidance of any doubt, by signing this contract, you are agreeing that we will treat any rent or service charge or other charge arrears that you owe Newport City Homes in respect of your home before the date of this contract as arrears under this contract. (A)

Payment of arrears

- 3.18 If you have any rent arrears and other charges due when this contract is granted you agree to pay off those arrears by the weekly instalments shown at term 1.7 and Annex E of this contract. If you do not make the payments, we may start court proceedings to

end this contract. Yearly “non payments” weeks will not apply to this contract where there are arrears outstanding. (A)

Housing Benefit³

3.19 We will provide you with help and advice on claiming housing benefit. (A)

3.20 If your circumstances change, altering your entitlement to housing benefit, you must inform the Council (or the relevant authority) and us immediately. We may recover from you any overpayment which is lawfully recoverable. (A)

Form of security⁴

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

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

4. Your rights

Adding or removing a person to or from this contract

- 4.1 You, as the contract-holder, and another person may, with our consent, make that person a joint contract-holder under the contract. (F)
- 4.2 If a person is made a joint contract-holder he or she or they become entitled to all the rights and subject to all the obligations of a contract-holder under the contract from the day on which he or she or they becomes a joint contract-holder. (F)
- 4.3 A joint contract-holder under a secure contract may withdraw from the contract by giving a notice (a “withdrawal notice”) to us. (F)
- 4.4 The withdrawal notice must specify the date on which you intend to cease to be a party to this contract (the “withdrawal date”). (F)
- 4.5 You must give a written warning to other joint contract-holders when you give the withdrawal notice to us and a copy of the withdrawal notice must be attached to the warning, except where the notice is one treated as a withdrawal notice under term 4.9 below. (F)
- 4.6 We must give a written warning, attaching a copy of the withdrawal notice, to the other joint contract-holders as soon as reasonably practicable after we receive the withdrawal notice. (F)
- 4.7 You will cease to be a party to this contract on the withdrawal date. (F)

³ References to housing benefit in terms 3.22 and 3.23 must now include Universal Credit (housing element) given legislative changes since the assured tenancy, which has been converted under the Act, was granted. It will also include any future changes in housing-related benefit *i.e.* any successor benefit to Universal Credit.

⁴ No deposit has been paid under this contract.

- 4.8 A notice given to us by one or more (but not all) of the joint contract-holders that purports to be a notice to end the contract is to be treated as a withdrawal notice and the date specified in the notice is to be treated as the withdrawal date. (F)
- 4.9 The minimum period between the date on which a notice is given to us under terms 4.3 to 4.8 and the withdrawal date is one month. (S)
- 4.10 If a joint contract-holder dies, or ceases to be a party to this contract for some other reason, from the time he or she or they 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 us under the contract. (MF)
- 4.11 The joint contract-holder is not entitled to any right, or liable to any obligation, in respect of the period after he or she or they ceases to be a party to the contract. (MF)
- 4.12 Nothing in terms 4.10 and 4.11 above removes any right or waives any liability of the joint contract-holder accruing before he or she or they ceases to be a party to the contract. (MF)
- 4.13 Terms 4.10 - 4.12 above do not apply where a joint contract-holder ceases to be a party to this contract because his or her or their rights and obligations under the contract are transferred in accordance with this contract. (MF)

Obtaining our permission

- 4.14 Where under this contract you must obtain our prior written permission, we agree that such permission shall not be unreasonably withheld, although it may be made subject to reasonable conditions. (A)

Preserved rights

- 4.15 So far as possible, we agree to give you the following rights:
- a. to make improvements as set out in terms 8.13-8.16
 - b. to receive compensation for improvement as set out in term 8.20
 - c. to repair as set out in term 8.21
 - d. to exchange the contract as set out in terms 9.12-9.13
 - e. to sub-let or take in lodgers as set out in terms 9.14-9.18
 - f. to consultation and information as set out in terms 14.1-14.5 as they apply to a secure tenant of a Council landlord and as if sections 104 – 106 of the Housing Act 1985 applied to this contract. (A)

5. Our rights and responsibilities

Interference with possession of your home

- 5.1 We may not, by any act or omission, interfere with your right to occupy the dwelling. (F)
- 5.2 We do not interfere with your right to occupy the dwelling:
- a. by reasonably exercising our rights under this contract; and/or
 - b. because of a failure to comply with repairing obligations. (F)
- 5.3 We are to be treated as having interfered with your right if a person who
- a. acts on our behalf, or
 - b. has an interest in the dwelling, or part of it, that is superior to our interest, interferes with your right by any lawful act or omission. (F)

Care of the dwelling

- 5.4 We must ensure that the dwelling is fit for human habitation:
- a. on the occupation date of the contract, and
 - b. for the duration of the contract. (F)
- 5.5 The meaning of “dwelling” under term 5.4 includes, if the dwelling forms part only of a building, the structure and exterior of the building and the common parts. (F)
- 5.6 Term 5.4 does not impose any liability on us:
- a. in respect of a dwelling which we cannot make fit for human habitation at reasonable expense, or
 - b. if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care⁵) of you or a permitted occupier of the dwelling. (F)
- 5.7 Where the dwelling forms part only of a building, term 5.4 does not require us to rebuild or reinstate any other part of the building in which we have an estate or interest, in the case of destruction or damage by a relevant cause i.e. fire, storm, flood or other inevitable accident. (F)
- 5.8 You are not required to pay rent in respect of any day or part day during which the dwelling is unfit for human habitation. (S)
- 5.9 We must:
- a. keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
 - b. keep in good repair and proper working order the service installations⁶ in the

⁵ “Lack of care” has the meaning as set out in term 5.12 and section B (Definitions) of this contract.

⁶ Service installation throughout this contract has the meaning as set out in section B - Definitions (see s.92(4) of the Act).

dwelling. (F)

- 5.10 If the dwelling forms part only of a building, we must:
- a. keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes) in which we have an estate or interest, and
 - b. keep in repair and proper working order the service installation⁷ which directly or indirectly serves the dwelling, and which either:
 - i. forms part of any part of the building in which we have an estate or interest, or
 - ii. is owned by us or is under our control. (F)
- 5.11 The standard of repair required by terms 5.9 and 5.10 above is that which is reasonable having regard to the age and character of the dwelling, and the period during which the dwelling is likely to be available for occupation as a home. (F)
- 5.12 Under terms 5.9 and 5.10, we are not obliged to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling. A “lack of care”, as set out in section B of this contract, means a failure to take proper care of the dwelling or, if the dwelling forms part only of a building, of the common parts that you, or any permitted occupier, are entitled to use under the occupation contract. (F)
- 5.13 Terms 5.4 and 5.9 do not require us:
- a. to keep in repair anything which you are entitled to remove from the dwelling, or
 - b. to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause i.e. fire, storm, flood or other inevitable accident. (F)
- 5.14 Where the dwelling forms part only of a building, term 5.10 does not require us to rebuild or reinstate any other part of the building in which we have an estate or interest, in the case of destruction or damage by a relevant cause i.e. fire, storm, flood or other inevitable accident. (F)
- 5.15 Term 5.10 does not require us to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of:
- a. the dwelling, or
 - b. the common parts that you are entitled to use under this contract. (F)
- 5.16 A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of our failing to comply with terms 5.4, 5.5 and 5.9 to 5.11 above may enforce the term in question in his or her or their own right by bringing proceedings in respect of the injury, loss or damage. (F)
- 5.17 A permitted occupier who is a lodger or sub-holder may only enforce terms 5.4, 5.5 and 5.9 to 5.11 and bring proceedings if the lodger is allowed to live in the dwelling, or the sub-occupation contract is made, in accordance with this contract. (F)
- 5.18 We shall keep the exterior of your home any common parts in a good state of decoration. (A)
- 5.19 We will take reasonable care to keep the common parts, including their electric

⁷ Service installation throughout this contract has the meaning as set out in section B - Definitions (see s.92(4) of the Act).

lighting, communal aerials, lifts and communal door entry systems (if any), in reasonable repair and fit for use by you and other occupiers of and visitors to your home. (A)

Items that are not our responsibility

5.20 We shall not be responsible for:

- a. works or repairs for which you are responsible by virtue of your duty to use your home in an appropriate manner or not to damage your home by either yourself, a member of your household or visitor of your home,
- b. keeping in repair or maintaining anything that you are entitled to remove from your home. (A)

Notice

5.21 Our obligations under terms 5.4b, 5.9 and 5.10 do not arise until we (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary. (F)

5.22 Where you make a notification under term 8.9, we must respond to you confirming:

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

Rights of access

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

- a. inspecting its condition and state of repair, or
- b. carrying out works or repairs needed in order to comply with terms 5.4, 5.5 and 5.9 to 5.11 above. (F)

5.24 We must give you at least 24 hours' notice before exercising its right of access under term 5.23. (F)

5.25 Where the dwelling forms part only of a building, and in order to comply with terms 5.4, 5.5 and 5.9 to 5.11 above we need to carry out works or repairs in another part of the building, we are not liable for failing to comply with terms 5.4, 5.5 and 5.9 to 5.11 if we do not have sufficient rights over that other part of the building to be able to carry out the works or repairs, and we were unable to obtain such rights after making a reasonable effort to do so. (F)

Access to the dwelling in an emergency

5.26 If we need to enter the dwelling without notice in the event of an emergency⁸ and you do not provide access immediately, we may enter the dwelling without your permission. (S)

⁸ An emergency includes: a. something which requires urgent work to prevent the dwelling or dwellings in the vicinity from being severely damaged, further damaged or destroyed, and b. something which, if not dealt with by us immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

5.27 If we enter the dwelling in accordance with term 5.26, we must use all reasonable endeavours to notify you that we have entered the dwelling, as soon as reasonably practicable after entry. (S)

Reasonable period of time

5.28 We comply with our obligations under terms 5.4b, 5.9 and 5.10 if we carry out the necessary works or repairs within a reasonable time after the day on which we become aware that they are necessary. (F)

Making good damage caused by works

5.29 We must make good any damage caused by works and repairs carried out in order to comply with our obligations under terms 5.4 to 5.5 and 5.9 to 5.11 above. (F)

Imposing obligations on the contract-holder

5.30 We may not impose any obligation on you in the event of you enforcing or relying on our obligations under terms 5.4 to 5.5 and 5.9 to 5.11 above. (F)

New landlords

5.31 If -

- a. we transfer our interest in the dwelling to another person (the “new landlord”), and
- b. we (or where we are joint landlord with at least one other person, any one of us) is aware before the date of the transfer that works or repairs are necessary in order to comply with terms 5.4 or 5.9 or 5.10,
- c. the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before. (F)

Prohibited conduct

5.32 Where you report to us conduct that is prohibited under terms 7.1 to 7.5 on the part of anyone living in property belonging to us (including property occupied by you), we must give you appropriate advice. (S)

Repayment of rent relating to any period falling after this contract

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

vicinity from being severely damaged, further damaged or destroyed, and b. something which, if not dealt with by us immediately, would put at imminent risk the health and safety of you, any permitted occupier of the dwelling or other persons in the vicinity of the dwelling.

6. Your responsibilities

It is important that you pay your rent and other charges under this contract when they are due. If you do not, we may take court proceedings. Contact us immediately if you have any difficulty in making payment. (A)

Duties of joint tenants

- 6.1 Where there is more than one contract-holder under this contract then all the contract-holders are jointly and individually responsible for complying with the contract-holders' obligations, including payment of rent, whether or not they are still living in the home. (A)

Security of your home

- 6.2 You must take steps to ensure the dwelling is secure. (S)
- 6.3 You may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place. (S)

Rechargeable repairs and maintenance costs

- 6.4 You must comply with the requirements in relation to the maintenance of your home and the common parts as set out in section 8 of this contract. In particular you should note terms 8.10 and 8.11 on "damage and repayment of costs". If you have been granted this contract with repair re-charges from a previous tenancy, either with NCH or Newport City Council, it is a term of this contract that these charges be re-paid at the rate agreed with NCH or the Council. (A)

7. Your neighbourhood responsibilities and use of your home

Prohibited conduct and anti-social behaviour

- 7.1 You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description):
- a. to live in the dwelling subject to the occupation contract, or
 - b. to live in a dwelling or other accommodation in the locality of the dwelling subject to the occupation contract. (MF)
- 7.2 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 occupation contract, or
 - b. in the locality of the dwelling. (MF)
- 7.3 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. (MF)
- 7.4 You may not use or threaten to use the dwelling subject to this occupation contract, including any common parts and any other part of a building comprising the dwelling, for criminal purposes. (MF)
- 7.5 You must not, by any act or omission:
- a. allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in terms 7.1 to 7.3 (inclusive) above, or
 - b. allow, incite or encourage any person to act as mentioned in term 7.4 above. (MF)
- 7.6 Examples of causing a nuisance are:
- a. playing loud music or television (including car stereos)
 - b. shouting and arguing
 - c. offensive, drunken behaviour
 - d. banging or slamming doors
 - e. barking dogs and dog fouling
 - f. dumping rubbish or unwanted goods (other than at a civic amenity site)
 - g. vandalism or other deliberate damage of property
 - h. unreasonable noise from vehicles, quad bikes and electric scooters
 - i. breaking shared security e.g. allowing strangers to get into the building or jamming communal entry doors open
 - j. throwing any rubbish or other items from any part of your home
 - k. smoke caused by fires at your home
 - l. carry out (or allow to be carried out) any activity which could attract vermin

- m. major or repeated vehicle repairs such as engine removal, panel beating or repairing a number of cars on a regular basis

The above are only examples and this is by no means an exhaustive list. (A)

Harassment

- 7.7 You and anyone visiting or living at your home must not cause, or encourage anything which causes or is likely to cause, any harassment or threat of harassment (including on grounds of race, colour, religion, age, sex, sexual orientation, gender preference or disability) to any person living, visiting or working in the locality of your home.

Harassment includes:

- a. violence
- b. intimidation
- c. threats of violence
- d. damaging someone's property or belongings
- e. abusive or insulting words or behaviour (including by phone call, letter, email, text message, website or in person)
- f. writing or drawing graffiti on walls, or other such vandalism
- g. keeping a weapon or threatening anyone with a weapon
- h. any act or omission which interferes with the peace or comfort of any person

The above are only examples and this is by no means an exhaustive list. (A)

Domestic abuse

- 7.8 You must not use, attempt or threaten to use violence or abuse, whether physical, emotional, sexual, mental or economic against any other person (including children) living with you or within an intimate and/or family relationship. If you do, and this behaviour could be expected to cause that person and/or their children to have to leave your home, we may take steps to evict you. (A)

Your relations with our employees

- 7.9 You must not obstruct, threaten, abuse, harass or assault any of our colleagues (or members of their families) or contractors or agents either during or outside normal working hours, whether they are fulfilling a landlord function or otherwise. You must not cause, allow or encourage anyone else to do so. This rule applies to anyone living with you or visiting your home. In extreme cases, the most appropriate officer will

exclude abusive individuals from our offices and in such a case it is a condition of this contract that you will comply with the exclusion once you have been notified of it in writing. (A)

Use of your home

- 7.10 You must take possession of your home at the start of the contract and not part with possession or sub-let the whole of it and you must occupy your home as your only or principal home. (A)
- 7.11 You must not use or allow your home to be used for any trade or business or for any other purpose other than as a private dwelling without our prior written permission. You shall not cause or permit the display of any sign or the use of any advertisement at your home or in relation to your home in connection with any trade or business. (A)
- 7.12 You must not keep at your home any dangerous or inflammable substance except where your home has oil, propane or solid fuel heating, in which case you may store reasonable quantities of the fuel at your home provided it is stored in a safe and appropriate manner. (A)

Absence from your home

- 7.13 You must inform us, in writing and if possible, in advance, if you are or expect to be absent from your home for four consecutive weeks or more. (A)

Pets and Animals

- 7.14 You may not keep any domestic pet at the dwelling without seeking our prior written consent. (A)
- 7.15 You may not keep or allow into your home, any wild animal, farm animal or other animal, bird or creature not normally kept as a domestic pet. (A)
- 7.16 You and anyone visiting or living at your home must not cause, encourage or allow any pet or animal to do anything that causes, or is likely to cause a nuisance or annoyance to anyone else nearby. If you have our consent to keep a domestic pet but such pet causes a nuisance or annoyance, we may decide to withdraw our consent and any such pet will have to be removed from the dwelling. (A)
- 7.17 You must not erect or allow to be erected any animal housing at your home either externally or internally without our prior written permission. (A)
- 7.18 The breeding of animals and or birds for profit is not allowed without our prior written permission. (A)

Car parking

- 7.19 You must not use or allow members of your household or visitors to use any approach roads, passageways, driveways or communal parking spaces adjacent to or leading to your home, or any passageways, driveways or garages within the

boundaries of your home, for the storage of unroadworthy or untaxed vehicles, for overnight parking of commercial vehicles, or for carrying out repairs or maintenance to any vehicle other than routine small-scale repairs to a vehicle belonging to you. (A)

- 7.20 You may keep or allow to be kept at your home, any caravan, boat, trailer or similar item if it is kept on a hard-standing that is within the boundaries of your home. You must not lay down a hard-standing at your home without our prior written permission and any other permissions necessary. Any hard-standing at your home must be compliant with any reasonable conditions set by us. (A)
- 7.21 You must not keep or allow people living in or visiting your home to keep any caravan, boat, trailer or similar item at or on any approach road to your home or the scheme or estate on which it is situated. This prohibition also applies to any roads and any passageways, communal hard-standings, parking spaces and grassed areas on the scheme or estate on which your home is situated. You must not give permission for other people to reside in caravans or other similar vehicles within the boundary of your home. (A)
- 7.22 You, members of your household or visitors should not obstruct access to properties or the routes of any emergency vehicles. (A)
- 7.23 You agree that we have the right to remove vehicles parked in violation of these terms, with the cost of this being re-charged to you if you are the vehicle's owner. You must pay any rechargeable amount to us within 14 days of demand. (A)
- 7.24 You, members of your household or visitors should not store mopeds, motor bikes, quad bikes or similar vehicles or any fuel for these vehicles in your home or in the common parts. (A)
- 7.25 You must not carry out car repairs for payment in your home or in the common parts. You must not spill oil or any other contaminant from motor vehicles in the common parts or in your garden. (A)

8. Maintenance

Condition of your home

- 8.1 You must keep your home and the common parts in a clean and tidy condition. You must keep the inside of your home in reasonable decorative order and ensure that open fire chimneys that are used are swept regularly. You must not neglect your home or let it fall into disrepair. You should carry out promptly all necessary repairs to your home other than those that are our responsibility. (A)
- 8.2 You are also responsible for minor repairs including (but not limited to):
 - a. Internal doors and furniture

- b. Door bells
- c. Lost front door keys
- d. Lost/additional fob keys
- e. Broken windows and front or back door glass caused by accidental damage or without a crime reference number
- f. Bath, sink and wash-hand basin plugs and chains
- g. Chains and pulls to toilet cisterns and toilet seats
- h. Washing machine and dishwasher fittings
- i. Fuses in your appliances. (A)

8.3 If you fail to fulfil these obligations, we may undertake any necessary work and recharge you our reasonable costs which were reasonably incurred. You must pay these recharges within 14 days of demand. (A)

Access to your home in an emergency

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

An emergency includes:

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

Rubbish

8.5 You must keep your home clean and free from rubbish. If you do not, we will carry out the work and charge you for our reasonable costs which were reasonably incurred. You must pay these recharges within 14 days of demand. (A)

Balconies

8.6 You must keep your balcony area (if any) tidy and free from rubbish and obstruction. You must not do anything on the balcony which is likely to cause a nuisance to other people, including allowing water to escape, holding barbecues or throwing items from the balcony. (A)

8.7 You must not hang washing over your balcony. (A)

Smoke and fire detectors

- 8.8 Where a battery-operated smoke/fire detector is fitted at your home, you must replace/renew the batteries when necessary. You must ensure that fitted detectors are not damaged or disconnected and are not removed from your home. Where hard wired smoke detectors are installed, you must report any damage or fault arising immediately. (A)

Reporting disrepair

- 8.9 You must advise us promptly of any disrepair or defect for which we are responsible in your home or the common parts. (A)

Damage and repayment of costs

- 8.10 You must make good any damage to your home or our fixtures or fittings or to the common parts caused by you or any member of your household or visitors including pets (fair wear and tear excepted). If you do not do this, you must pay our reasonable costs which were reasonably incurred in carrying out such works. (A)
- 8.11 You must also pay our reasonable costs which were reasonably incurred where we need to do works as a result of you carrying out alterations or improvements in an unsatisfactory manner and/or unsafe manner or without our prior written consent. (A)

Temporary relocation

- 8.12 If required you must give up possession of your home temporarily if work is required that cannot be carried out whilst you remain in occupancy. You must give up possession within a reasonable time period. We will provide suitable alternative accommodation. The circumstances where this could happen include, (but are not restricted to) where:
- a. your home is deemed unsafe or unfit for human habitation
 - b. it is reasonable to expect you to vacate temporarily in order to complete the work

You, any members of your household or visitors to your home must not prevent or obstruct us or our employees, contractors or agents from undertaking the work. (A)

Right to make improvements

- 8.13 You may make improvements, alterations and additions to your home, including external decorations and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission or building regulations approval). (A)
- 8.14 We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this contract. (A)
- 8.15 The following are examples of improvements or alterations that you need our permission for:
- a. any structural changes or additions to your home,
 - b. installing central heating or a new kitchen, bath or shower,
 - c. installing a gas fire or making any changes to water, gas or electrical installations we have provided,
 - d. adding to or changing any of the fixtures or fittings we have provided,
 - e. removing, adding to or altering any fence, hedge or garden wall or installing a hard standing,
 - f. decorating the exterior of your home, and
 - g. erecting any outbuilding at your home. (A)
- 8.16 Works may be inspected after they have been completed to ensure they are up to standard. (A)

Changes to the provision of the utilities

- 8.17 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. (S)
- 8.18 You must inform us as soon as reasonably practicable of any changes made under term 8.17. (S)
- 8.19 Unless we give our consent, you must not:
- a. leave the dwelling, at the end of the occupation contract, without a supplier of electricity, gas or other fuel (if applicable), or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date; and,

- b. install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.⁹ (S)

Compensation for improvements

- 8.20 You have the right to claim compensation for certain improvements which you have made to your home after a certain date as if section 100 of the Housing Act 1985 applies to this contract. You can only apply for compensation when your contract ends. We will give you full details of the scheme and the qualifying improvements upon request. (A)¹⁰

Right to repair

- 8.21 You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale as if section 96 of the Housing Act 1985 applies to this contract. More information is available from us. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales. (A)¹¹

⁹ "Specified service installations" are defined in section B of this contract.

¹⁰ Please note that by virtue of the Renting Homes (Wales) Act 2016 (Saving and Transitional Provisions) Regulations 2022 this now only applies in limited circumstances due to amendments made by the Act. So far as is relevant to this term:

(a) section 100 (power to reimburse cost of tenant's improvements) of the Housing Act 1985 continues to have effect after 1 December 2022 in relation to a converted secure contract, as they had effect immediately before that day in relation to a secure tenancy, but only where a request for consent to improvement was made by the tenant before the appointed day (whether such consent is given before or after that day).

(b) Section 99B of the Housing Act 1985 (persons qualifying for compensation) and the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 continue to have effect, as they had effect immediately before 1 December 2022, in relation to improvements carried out by a tenant under a secure tenancy under section 99A of the 1985 Act that came to an end before 1 December 2022 (whether a request for compensation was made before or after 1 December 2022).

¹¹ Please note that by virtue of the Renting Homes (Wales) Act 2016 (Saving and Transitional Provisions) Regulations 2022 this now only applies in limited circumstances due to amendments made by the Act. So far as is relevant to this term:

(a) Where, before 1 December 2022, you have served a notice claiming the right to repair under paragraph 3 of the Schedule to the Secure Tenancies (Right to Repair Scheme) Regulations 1985 (tenant's notice claiming the right to repair), the 1985 Regulations continue to have effect after 1 December 2022, as they had effect immediately before that day subject to (b) below.

(b) Where appropriate to give effect to regulation 13 of the Renting Homes (Wales) Act 2016 (Saving and Transitional Provisions) Regulations 2022, the Secure Tenancies (Right to Repair Scheme) Regulations 1985 are to be read as if after "secure tenant", in each place it occurs, there were inserted "or contract holder (within the meaning given by section 7 (see also section 48) of the Renting Homes (Wales) Act 2016) under a secure contract (within the meaning given by section 8 of the Renting Homes (Wales) Act 2016)".

Communal areas

- 8.22 You must keep any of the common parts clean and free from rubbish, obstruction or belongings and where we designate an area of the common parts for keeping storage bins for domestic rubbish or recycling facilities, you must keep those areas clean and tidy. In the event of us incurring any cost in cleaning and/or tidying these areas due to default, you must pay a fair proportion of our reasonable costs which were reasonably incurred. (A)
- 8.23 You may not hang washing in any of the common parts unless drying facilities are provided. (A)

Gardens

- 8.24 You must maintain the garden of your home (if any) to a good condition, and not allow rubbish, disused equipment, household items or any other debris to be left in the garden or boundary of your home. If you fail to remove any items following a request from us, we reserve the right to remove and dispose of them and recharge our reasonable costs which were reasonably incurred to you. You must pay any such recharge within 14 days of demand. (A)
- 8.25 You must ensure that any garden path and the exterior of any shed, store, greenhouse, fencing, or other structure at your home is maintained in a good state of repair and decoration, unless responsibility for these areas has been accepted by us. You must keep hedges and trees at your home free from rubbish and weeds, or any other of the overgrowth, and must cut any lawn on a regular basis. (A)
- 8.26 You must not remove and must not allow to be removed any tree, shrub, hedge, fence or wall at or in the boundaries of your home without our prior written consent and you must not plant or allow to be planted any tree or large shrub near any building in a position where it is, or may become, a danger or cause damage to any person or property. (A)
- 8.27 When planting trees or shrubs you should give reasonable consideration to the effects these could have on your home and neighbouring properties or to our need to obtain access to undertake repairs and other works. You are responsible for the maintenance of any plants, shrubs or trees planted for the duration of this contract. (A)
- 8.28 You must not pave or concrete over any part garden or land forming part of your home or build any sheds or other similar outbuildings, without our prior written permission (which will not be unreasonably withheld). (A)

Satellite dishes, aerials, security lighting and CCTV

- 8.29 You must not put up or attach or allow to be put up or attached, a satellite dish, aerial, security lighting, CCTV equipment or other similar device or apparatus on or from your home without our prior written permission and planning or other permissions if required. (A)
- 8.30 You must remove any satellite dish, aerial, security lighting, CCTV equipment or similar device or apparatus which you have put up or attached at your home without our consent within 14 days of demand and make good any damage caused, or you must pay us within 14 days of demand our reasonable costs which were reasonably incurred for such removal and repair. (A)

9. Transfer of the contract

Transactions concerning your home

- 9.1 “Dealing” includes the matters set out in section B of this contract (Definitions).¹² (F)
- 9.2 You may not deal with this contract, the dwelling or any part of the dwelling except:
- in a way permitted by this contract, or
 - in accordance with a family property order.¹³ (F)
- 9.3 A joint contract-holder may not deal with his or her or their rights and obligations under this contract (or with this contract, the dwelling or any part of the dwelling), except:
- in a way permitted by the contract, or
 - in accordance with a family property order. (F)
- 9.4 If you do anything in breach of term 9.2 above, or as a joint contract-holder you do anything in breach of term 9.3 above:
- the transaction is not binding on us, and
 - the contract-holder or joint contract-holder is in breach of this contract (despite the transaction not being binding on us). (F)

Succession¹⁴ and other transfers

- 9.5 In the event of your death a member of your family may succeed to this contract. Only one succession can occur, and if there has already been a succession, we may consider granting a new contract of the dwelling but that will be entirely our discretion. (A)

¹² See section 57(4) of the Act.

¹³ See section 251 of the Act and the definitions at section B of this contract.

¹⁴ The Act provides for statutory succession which is explained at Annex C.

Transfer to a potential successor

- 9.6 You may transfer the contract to:
- a. a potential successor, or
 - b. if there are two or more potential successors, all of the potential successors who wish to be included in the transfer. (F)
- 9.7 You may only transfer the contract under term 9.6 above if we consent. (F)
- 9.8 If you are a sole contract-holder a potential successor is a person who would be qualified to succeed if you died immediately before the transfer. (F)
- 9.9 If there are joint contract-holders a potential successor is a person who would be qualified to succeed a joint contract-holder if:
- a. the contract-holder died immediately before the transfer, and
 - b. when the joint contract-holder died he or she was the sole contract-holder. (F)

Transfer to other secure contract holders

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

Transfer with consent

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

Right to exchange

- 9.12 You have the right to exchange this contract by way of assignment with that of another assured periodic or secure contract-holder of a registered housing association or a local authority subject to first getting our written consent. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent. (A)
- 9.13 You must not charge any premium in relation to an exchange of the contract. (A)

Sub-letting and lodgers

- 9.14 You must not sub-let the whole of your home. (A)
- 9.15 You may sub-let part of your home with our prior written consent (we may make our consent subject to reasonable conditions). (A)

- 9.16 You may allow persons to live in the dwelling as lodgers. (F)
- 9.17 You must tell us the name, age and sex of the intended lodger and of the accommodation they will occupy. (A)
- 9.18 You may permit persons who are not lodgers or sub-holders to live in the dwelling as a home. (S)

Overcrowding

- 9.19 You must not allow your home to be occupied by more people than the number for whom it was designed. (A)

10. Ending the contract

Permissible termination

- 10.1 This contract may be ended only in accordance with:
 - a. the fundamental terms of the contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in the contract in accordance with Part 9 of the Act, or
 - b. an enactment. (MF)
- 10.2 Term 10.1 does not affect:
 - a. any right of yours or ours to rescind the contract, or
 - b. the operation of the law of frustration.¹⁵ (MF)

By agreement

- 10.3 If we and you agree to end this contract, this contract ends:
 - a. when you give up possession of the dwelling in accordance with what has been agreed, or
 - b. if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract. (F)
- 10.4 An occupation contract is a substitute occupation contract if:
 - a. it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - b. you were also the contract-holder under the original contract. (F)

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

By you

- 10.5 You may end this contract at any time before the earlier of:
- a. us giving you a written statement of the contract under term 12.1, or
 - b. the occupation date. (F)
- 10.6 To end this contract under term 10.5, you must give a notice to us stating that you are ending the contract. (F)
- 10.7 On giving us the notice under term 10.6, 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 us in accordance with this contract. (F)
- 10.8 You may end the contract by giving us notice that you will give up possession of the dwelling on a date specified in the notice. (F)
- 10.9 The date specified in a notice under term 10.8, may not be less than four weeks after the day on which the notice is given to us. (F)
- 10.10 If you give up possession of the dwelling on or before the date specified in a notice given under terms 10.8 and 10.9, the contract ends on the date specified in the notice. (F)
- 10.11 If you give up possession of the dwelling after that date but in connection with the notice, the contract ends:
- a. on the day on which you give up possession of the dwelling, or
 - b. if an order for possession is made, on the date determined in accordance with terms 11.1 to 11.3.¹⁶ (F)
- 10.12 Your notice ceases to have effect if, before the contract ends:
- a. you withdraw the notice by further notice to us, and
 - b. we do not object to the withdrawal in writing before the end of a reasonable period. (F)

By your death

- 10.13 If you are the sole contract-holder under this contract and die, the contract ends:
- a. one month after your death, or
 - b. if earlier, when we are given notice of your death by:
 - i. your personal representatives, or
 - ii. the permitted occupiers of the dwelling aged 18 and over (if any) acting together. (MF)

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

- 10.14 This contract does not end if one or more persons are qualified to succeed the contract-holder pursuant to the Act. (MF)
- 10.15 This contract does not end if, on your death, a family property order has effect which requires you to transfer this contract to another person. If, after your death, the family property order ceases to have effect and there is no person qualified to succeed the contract-holder, the contract ends:
- a. when the order ceases to have effect, or
 - b. if later, at the time the contract would end under term 10.13. (MF)

Breach of contract

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

False statements

- 10.17 If we are induced to make this contract by means of a false statement made knowingly or recklessly by you, or another person acting at your instigation -
- a. you are to be treated as being in breach of this contract, and
 - b. we may accordingly make a possession claim on the ground in terms 10.16 to 10.17 (breach of contract). (MF)

Repudiatory breach by landlord

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

Termination of occupation contract with joint contract-holders

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

Your obligations at the end of the occupation contract

- 10.20 At the end of the contract, you must give vacant possession of your home and remove all furniture and other belongings from your home except anything that belongs to us. You must leave your home in a clean and tidy condition. You must ensure that our fixtures and fittings are left in the same condition as they were at the time of the start of the contract (fair wear and tear excepted), subject to any alterations made with our prior written permission. Our fixtures and fittings include,

but are not limited to smoke detectors, washing lines, walls, heating systems, kitchen and bathroom fittings and units, wheelie bins and outbuildings. If you do not comply with these responsibilities you may have to pay our reasonable costs which were reasonably incurred due to your default. (A)

- 10.21 You must return all the keys of your home to us by 12 noon on the Monday your contract ends. This includes all keys to your home, keys to the common parts, garage keys, door entry fobs and any other keys for sheds, gates and outbuildings. Failure to return keys at the end of the contract will result in you being recharged for our reasonable costs which were reasonably incurred for lock and communal fob replacements. (A)
- 10.22 If any belongings or items are left in your home at the end of the contract, we may dispose of them after storing them for one month. We accept no responsibility for belongings left behind at your home. (A)
- 10.23 Reasonable attempts will be made to notify you that we are holding your belongings, and you may be charged a reasonable amount for the costs of the interim storage and disposal of such belongings. (A)
- 10.24 When you leave, you must give us a forwarding address. If this is not done, we may not be able to contact you to refund any money due to you, for example overpaid rent or heating refund. (A)

11. Possession claims and notices

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

Possession notices

- 11.2 This term, and term 11.3, apply in relation to a possession notice which we are required to give you under any of the following terms before making a possession claim in relation to:
 - a. terms 10.16 to 10.17 (breach of contract by you); and/or
 - b. terms 11.6 to 11.15 (estate management grounds); and/or
 - c. terms 10.8 to 10.9 (a contact-holder’s notice). (F)
- 11.3 A possession notice must (in addition to specifying the ground on which the claim will be made):
 - a. state our intention to make a possession claim,
 - b. give particulars of the ground for seeking possession, and
 - c. state the date after which we are able to make a possession claim. (F)

Timing of notices and claims

- 11.4 We may make a possession claim:
- a. for a breach of terms 7.1 to 7.5 (anti-social behaviour and other prohibited conduct), on or after the day on which we give you a possession notice specifying a breach of that term;
 - b. for a breach of any other term of this contract, after the end of the period of one month starting with the day on which we give you a possession notice specifying breach of that term. (F)
- 11.5 In either case set out at term 11.4, we may not make a possession claim after the end of the period of six months starting with the day on which we give you the possession notice. (F)

Estate management grounds

- 11.6 We may make a possession claim on one or more of the estate management grounds. (F)
- 11.7 The estate management grounds (which are set out in Part 1 of schedule 8 to the Act) are included in Annex A to this contract. (F)
- 11.8 The court may not make an order for possession on an estate management ground unless -
- a. it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
 - b. it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect). (F)
- 11.9 If the court makes an order for possession on an estate management ground (and on no other ground), we must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling. (F)
- 11.10 Term 11.9 does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground). (F)
- 11.11 Before making a possession claim on an estate management ground, we must give the contract-holder a possession notice specifying that ground. (F)
- 11.12 We may not make the claim:
- a. before the end of the period of one month starting with the day on which we give you the possession notice, or
 - b. after the end of the period of six months starting with that day. (F)
- 11.13 If a redevelopment scheme is approved under Part 2 of schedule 8 to the Act subject to conditions, we may give you a possession notice specifying estate management Ground B before the conditions are met. (F)

- 11.14 We may not give you a possession notice specifying estate management Ground G (accommodation not required by successor):
- a. before the end of the period of six months starting with the day on which we (or in the case where we are joint landlords, any one of us) became aware of the previous contract-holder's death, or
 - b. after the end of the period of twelve months starting with that day. (F)
- 11.15 We may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under the contract ended. (F)

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

- 11.16 If you fail to give up possession of the dwelling on the date specified in a notice under term 10.8 (contract-holder's notice), we may on that ground make a possession claim. (F)
- 11.17 If the court is satisfied that the ground is made out, it must make an order for possession of the dwelling (subject to any available defence based on your Convention rights). (F)
- 11.18 Before making a possession claim on this ground, we must give you a possession notice specifying that ground. (F)
- 11.19 We may not give you a possession notice specifying this ground after the end of the period of two months starting with the date specified in the notice under term 10.8 as the date on which you would give up possession of the dwelling. (F)
- 11.20 We may make the possession claim on or after the day on which we give you the possession notice. But we may not make the possession claim after the end of the period of six months starting with that day. (F)

Effect of order for possession

- 11.21 If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends:
- a. if you give up possession of the dwelling on or before that date, on that date,
 - b. if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
 - c. if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed. (F)
- 11.22 Term 11.23 applies if:
- a. it is a condition of the order that we must offer a new occupation contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and,

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

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

12. Written statements and the provision of information

12.1 We must give you a written statement of this contract before the end of the period of six months starting with the appointed day¹⁷ (the "information provision period") (F)

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

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

12.3 We may not charge a fee for any written statement provided in accordance with terms 12.1 and 12.2. (F)

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

12.5 We may charge a reasonable fee for providing a further written statement under term 12.4. (F)

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

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

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

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

12.8 Term 12.7 above does not apply where we have given notice in accordance with terms

- a. 3.6 to 3.8 (variation of rent); and/or
- b. 13.4 (variation of supplementary and additional terms). (F)

12.9 We may not charge a fee for providing a written statement under term 12.7. (F)

12.10 We must, before the end of the information provision period,¹⁸ give you notice of an address to which you may send documents that are intended for us. (F)

¹⁷ Appointed day is defined in section 242 of the Act as "the day appointment under section 257 as the day on which section 239 comes into force".

¹⁸ That is the period of six months starting with the appointed day.

- 12.11 If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which they become the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord. (F)
- 12.12 If the address to which you may send documents that are intended for us changes, we must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address. (F)
- 12.13 If we fail to comply with an obligation under terms 12.10 to 12.12, we are liable to pay you compensation under section 87 of the Act.¹⁹ (F)
- 12.14 The compensation is payable from the first day of the period of 14 days ended with the last day of the information provision period (“relevant date”) and every day after the relevant date until:
- a. the day on which we give the notice in question, or
 - b. if earlier, the last day of the period of two months starting with the relevant date. (F)
- 12.15 Interest on the compensation is payable if we fail to give you the notice on or before the day referred to in term 12.14b. The interest starts to run on the day referred to in term 12.14b, at the rate prevailing under section 6, Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day. (F)
- 12.16 Where we are liable to pay you compensation under section 87 of the Act you may set off that liability against rent. (F)

13. Variations

- 13.1 This contract may not be varied except in accordance with:
- a. sections 104 to 107, the Act; or
 - b. by or as a result of an enactment. (MF)
- 13.2 A variation of this contract (other than by or as a result of any enactment) must be in accordance with section 108 of the Act. (MF)
- 13.3 Some fundamental terms of secure contract may be varied by agreement between us and you. (F)
- a. The following cannot be varied unless they are varied as a result of an enactment:
 - i. terms 13.1b and 13.2 (variation of a secure contract),
 - ii. requirement to use deposit scheme,²⁰
 - iii. terms 4.10-4.13 (joint contract-holder ceasing to be a party to the occupation

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

²⁰ There are no corresponding terms within this contract about this requirement due to the operation of schedule 12 of the Act.

- contract),
 - iv. terms 7.1 to 7.5 (anti-social behaviour and other prohibited conduct),
 - v. terms 10.1-10.2 (permissible termination),
 - vi. term 11.1 (possession claims),
 - vii. terms 10.13-10.15 (death of sole contract-holder), and,
 - viii. term 10.18 (securing contact by use of false statement). (MF)
 - b. A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect unless as a result of the variation:
 - i. the fundamental provision which the term incorporates would be incorporated without modification, or
 - ii. the fundamental provision which the term incorporates would not be incorporated or would be incorporated with modification, but the effect of this would be that the position of the contract-holder is improved. (MF)
 - c. A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect if the variation would render the fundamental term incompatible with a fundamental term which incorporates a fundamental provision to which term 13.3a applies. (MF)
 - d. A variation of a term of a secure contract is of no effect if it would render any term of the contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility). This does not apply to a variation made as a result of an enactment. (MF)
- 13.4 A supplementary or additional term of a secure contract may be varied (subject to term 13.3):
- a. by agreement between us and you, or
 - b. by us giving a notice of variation to you. (F)
- 13.5 Before any notice of variation under term 13.4b, we must give you a preliminary notice:
- a. informing you that we intend to give a notice of variation,
 - b. specifying the proposed variation and informing you of its nature and effect, and
 - c. inviting you to comment on the proposed variation within the time specified in the notice (the specified time must give you a reasonable opportunity to comment). (F)
- 13.6 Any notice under term 13.4b, must specify the variation effected by it and the date on which the variation takes effect. We must also provide you with such information as we consider necessary to inform you of the nature and effect of the variation. (F)
- 13.7 The period between the day on which the notice of variation under term 13.4b is given to you and the date on which the variation takes effect may not be less than one month. (F)

14. Other matters

Right to consultation

- 14.1 We will consult you, on matters affecting your home and your contract, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your contract. (A)
- 14.2 We will provide you with a copy of our consultation protocol on request. (A)
- 14.3 When it states in this contract that we will consult our contract-holders this means we will follow the consultation arrangements laid down in our consultation protocol but this may not involve consulting you individually. If you are not happy with a decision you can ask us to review the decision, in other words to look at it again. When we are asked to, we will review a decision. We may decide to keep to the original decision. The review will be carried out by someone who did not make the original decision. (A)

Right to information

- 14.4 You have a right to information from us about the terms of this contract and about our repairing obligations, our policies and procedures on contract-holders consultation, housing allocation and transfers, and our performance as a landlord and other matters. (A)
- 14.5 In addition, we will provide you with information on our housing management policies as required by the guidance issued by the Welsh Government. (A)

Complaints

- 14.6 We shall establish a procedure for dealing with complaints raised by you on any matter arising from this contract. The procedure shall operate in accordance with the requirements of the Welsh Government as laid down from time to time. We shall provide you with details of the scheme at the beginning of the contract and inform you of any changes. (A)
- 14.7 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman. (A)

Data protection

- 14.8 We may, in some instances, need to share information about you with other statutory bodies such as the Police. Such information would only be shared to prevent fraud and the detection of other crime, and/or to protect public funds. Your personal information will always be handled in accordance with the requirements of the Data Protection Act 1998 or any other relevant legislation.

(A)

- 14.9 You are entitled to inspect personal information held by us on you or your family in the housing files. We will provide photocopies of this information on request (in accordance with time limits prescribed by statute), although we may make a reasonable charge for this. You may not be able to see any information we receive from others in confidence. (A)

ANNEX A – Estate management grounds for possession

Ground A (building works)

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

- (a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
- (b) to carry out work on that building or on land treated as part of the dwelling,

and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

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

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.

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

Ground C (charities)

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

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.

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

Ground D (dwelling suitable for disabled people)

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

- (a) there is no longer such a person living in the dwelling, and
- (b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

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

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).

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

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

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

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

Ground G (reserve successors)

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

Ground H (joint contract-holders)

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

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).

The second condition is that—

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

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

Ground I (other estate management reasons)

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

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

(a) all or part of the dwelling, or

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

ANNEX B - Explanatory note in relation sections 236 and 237 of the Act

This annex deals with notices as set out in terms 2.1 to 2.2 of this contract and gives an explanation of sections 236 and 237 of the Act as at the date of this contract. It does not replicate the precise wording of the Act. You should also note that the law may change after the date this contract is agreed and so you should always refer to the Act.

Any notice or other document (including a copy of a document) required or authorised to be given or made or because of the Act must be in writing and may need to be a prescribed form²¹ (or a form substantially to the like effect).

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

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

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

- a. By delivering it to the person; or,
- b. by leaving it at, or posting it to: (i) the person's last known residence or place of business; or, (ii) any place specified by the person as a place where a person may be given notifications or documents; or, (iii) the dwelling under this occupation contract (if the notification or document is given to a person in that person's capacity as a contract-holder); or,
- c. sending it to a person in electronic form so long as (i) the person has indicated a willingness to receive the notification or document electronically; (ii) the text is received by the person in legible form; and (iii) the text is capable of being used for subsequent reference.

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

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

²¹ Prescribed by the Welsh Ministers.

ANNEX C – Statutory succession Explanatory section²²

The Act deals with succession under sections 73 to 83.

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

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

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

Schedule 12 of the Act sets out some further provisions relating to succession where the contract is a converted contract (which this is).

You, as the contract holder, are to be treated as a priority successor¹⁷ in relation to the contract if:

- a. immediately before the appointed day, the converted contract was a secure, introductory or demoted tenancy;
- b. before the appointed day it had vested in you under section 89, Housing Act 1985 or sections 133 or 143H, Housing Act 1996 respectively; and,
- c. you qualified to succeed under sections 87 and 113(1)(a), Housing Act 1985 or sections 131, 140(1)(a) or 143P(1)(a) or (b) respectively.

You, as the contract holder, are to be treated as a priority successor in relation to the contract if:

- a. immediately before the appointed day the contract was an assured tenancy;
- b. before the appointed day it had vested in you under section 17, Housing Act 1988; and,
- c. on the appointed day, the landlord under the contract was a community landlord.

You, as the contract holder, are to be treated as a reserve successor¹⁸ in relation to the contract if:

- a. immediately before the appointed day, the converted contract was a secure, introductory or demoted tenancy;
- b. before the appointed day it had vested in you under section 89, Housing Act 1985 or sections 133 or 143H, Housing Act 1996 respectively; and,
- c. you qualified to succeed under sections 87(b) and 113(1)(b), Housing Act 1985 or sections 131(b), 140(1)(b) or 143P(1)(c) respectively.

You, as the contract holder, are to be treated as a reserve successor in relation to the contract if:

²² The Act's statutory succession is explained here. Reference should also be made to section B of this contract (Definitions).

- a. immediately before the appointed day the contract was an assured tenancy;
- b. before the appointed day the contract-holder had become entitled to the assured tenancy under paragraph 3, schedule 1, Rent Act 1977.

You, as the contract holder, are to be treated as a reserve successor in relation to the contract if:

- a. immediately before the appointed day the contract was an assured tenancy;
- b. before the appointed day it had vested in you under section 17, Housing Act 1988; and,
- c. on the appointed day, the landlord under the contract was a private landlord.

ANNEX D – Service charges

Schedule of services

Site/estate £ [ADD]

Including where required grass cutting, grounds maintenance, site cleaning, salting/gritting, and any other services which NCH reasonably considers are required for the proper management of the site.

Block..... £ [ADD]

Including where required block cleaning, communal lighting, communal electricity, communal gas, communal water, communal legionella testing, communal water and heating repairs and maintenance, internal cyclical redecoration, energy consultants, communal aerial maintenance, mechanical equipment inspection and maintenance, communal TV licence/cable/satellite provision, pest control, door entry maintenance, fire and alarm equipment maintenance, fire and alarm equipment, security contracts and equipment maintenance, lift maintenance, lift insurance, communal area contents insurance, communal area disabled facilities, miscellaneous equipment costs, window cleaning, communal alarm monitoring, portable appliance testing, fixed appliance testing, communal telephone, laundry, maintenance and replacement of grounds furniture, and any other services which NCH reasonably considers are required for the proper management of the site.

Onsite office and employee costs£ [ADD]

Including employer liability and third party insurance, direct salary, employers pension contribution, employers NI contribution, accommodation, associated telephone and internet costs, and any other services which NCH reasonably considers are required for the proper management of the site.

Other costs £ [ADD]

Including management charges, third party service charge, depreciation, legal costs, council tax, group home facilities, and any other services which NCH reasonably considers are required for the proper management of the site.

Total £ [ADD]

ANNEX E – Repayment of arrears

ANNEX F – List of fundamental or supplementary not included in this converted contract

1. All fundamental provisions have been incorporated into this contract.
2. The following supplementary provisions have not been included in this converted contract. Unless otherwise stated, any reference to regulations refers to the Renting Homes (Supplementary Provisions) (Wales) Act 2022/23.

Regulation 4 – Use of the dwelling

The contract-holder must not carry on or permit any trade or business at the dwelling without the landlord's consent.

Regulation 7 – Security of the dwelling

If the contract-holder becomes aware that the dwelling has been or will be unoccupied for 28 or more consecutive days, the contract-holder must notify the landlord as soon as reasonably practicable.

Regulation 8 – Contract-holder's obligations at the end of the contract

When the contract-holder vacates the dwelling at the end of the occupation contract, the contract-holder must—

- (a) remove from the dwelling all property belonging—
 - (i) to the contract-holder, or
 - (ii) to any permitted occupier who is not entitled to remain in occupation of the dwelling,
- (b) return any property belonging to the landlord to the position that property was in on the occupation date, and
- (c) return to the landlord all keys which enable access to the dwelling which were held during the term of the contract by the contract-holder or any permitted occupier who is not entitled to remain in occupation of the dwelling.

Regulation 14 – Repairs

- (1) The contract-holder must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which the contract-holder reasonably believes is the landlord's responsibility.
- (2) Where the contract-holder reasonably believes that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in any inventory is not the landlord's responsibility, the contract-holder 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) 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 the contract-holder, any permitted occupier or any person visiting the dwelling.

Regulation 15 – Repairs

(1) In circumstances where the contract-holder has not undertaken those repairs that are their responsibility in accordance with regulation 14(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 any inventory, or replacing them.

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

Regulation 20 – Occupation of the dwelling²³

(1) The contract-holder must occupy the dwelling as the contract-holder's only or principal home during the term of the occupation contract.

(2) Where there are joint contract-holders at least one of the contract-holders must occupy the dwelling as their only or principal home during the term of the occupation contract.

Regulation 23 – Structures

The contract-holder must not erect, remove or make structural alterations to sheds, garages or any other structures in the dwelling without the consent of the landlord.

²³ See also Schedule 12, paragraph 22(2) of the Act.

