

My New Contract Explained*

(*This document does not cover every detail in your contract. It is intended as a helpful guide only and should always be read alongside your contract).

Why do I have a contract and not a tenancy agreement?

Welsh Government brought the Renting Homes (Wales) Act 2016 into force on 1st December 2022. It improves how we rent, manage, and live in rented homes – which is good news for all of us. The Act says that all existing tenancy agreements must be replaced by occupation contracts and any new signings after 1st December 2022 must be of contracts and not tenancy agreements.

What does the change in the law mean for me?

The new law makes renting easier and provides greater security for you. This will mean:

- **You must receive a written statement of your contract within 14 days of moving in to your home**
The written contract sets out your rights and responsibilities.
- **Greater protection for you from eviction**
Unless you breach your contract in which case we can take possession action immediately or after one month, depending on the type of breach.
- **Greater rights to pass on your home if you die**
These 'succession rights' include your partner or adult children, if they live with you. You can also pass on your home to other family members or a carer.
- **Contract-holders can be added or removed from the contract more easily**
This means, if another joint contract-holder leaves the contract, you won't be at risk of homelessness. The new law makes it easier to remove or add others to an occupation contract.
- **Your home must be fit to live in**
We must fit a smoke alarm, a carbon monoxide alarm, and carry out regular electrical safety testing.
- **More notice of a rent increase**
The notice period for a rent increase has doubled from one month to two months.

What should I do if there are things I don't understand in my contract?

We can help with this. We know there are lots of new words in your contract which you may not have seen before. For example, you will be

known as a “contract-holder” rather than a “tenant”. We have produced the table below to explain what each section of your contract means. If you still have questions please contact your Neighbourhood Manager who will be happy to explain anything you don’t understand.

What my contract says:

Section number	Section title	What it means
1.	Key and other matters	<ul style="list-style-type: none"> The front page of your contract sets out matters such as your name, address, rent and service charges.
	“About your contract” and “Definitions”	<ul style="list-style-type: none"> Explanatory information which has been set out by Welsh Government for all landlords to use in their contracts. Definitions of some of the words used in the contract are also listed here.
2.	Notices	<ul style="list-style-type: none"> Explains how we must serve any notices in relation to the contract.
3.	Payments for your home	<ul style="list-style-type: none"> You are responsible for ensuring your rent is paid in advance, even if you receive benefits which help you pay. We must give you at least two months’ notice of any increase in your rent charge and we can only apply an increase once a year. Service charges will be reasonable and can contain both estimated and actual charges in any one year. You must pay any arrears alongside your other charges.
4.	Your rights	<ul style="list-style-type: none"> You can add or remove another person to or from your contract with our consent. You must give us and any joint contract-holder four weeks’ notice in writing if you intend to withdraw from the contract. You must request our consent for things like making alterations to your home, having a pet or transferring your contract. We will not unreasonably withhold our consent and you will receive a reply within a month of making your request or we will be deemed to have given unconditional consent. You have a right to repair.

		<ul style="list-style-type: none"> You have a right to take in a lodger without our consent.
5.	Our rights and responsibilities	<ul style="list-style-type: none"> We will allow you quiet enjoyment of your home and will not interfere with your right to occupy it. We must keep your home and the structure and exterior of the building it is in, in good repair. When you request a repair, we must reply confirming whether or not the repair is necessary and whose responsibility it is. Where a repair is our responsibility we will complete it within a reasonable time. We must ensure that your home is fit for human habitation. There are detailed regulations available on the Welsh Government website which explain what the fitness standards are. If we agree that your home is unfit for any period of time you can claim compensation which can be offset against your rent for that period. We are not obliged to carry out repairs where the problem has been caused by you intentionally or due to a lack of care for your home. We will give you at least 24 hours' notice before exercising our right to access your home to inspect it or carry out any works. If there is an emergency we may enter your home without your permission. We will give you advice if you are experiencing anti-social behaviour at your home.
6.	Your responsibilities	<ul style="list-style-type: none"> You must pay your rent and other charges or we may take you to court. Contact us immediately if you have difficulty making a payment. All joint contract-holders are responsible for complying with your obligations. You must ensure your home is secure and can change any lock yourself. If you have been granted your contract with repair re-charges from a previous tenancy/contract they must be repaid at the rate agreed.
7.	Your neighbourhood responsibilities and the use of your home	<ul style="list-style-type: none"> You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to anyone living in your home or in the locality of your home or to anyone working for us. You must not use your home or any common parts for any criminal purposes. You must not allow anyone else living in your home or visiting to cause nuisance or carry out criminal activity.

		<ul style="list-style-type: none"> • Examples of nuisance are listed in this section and include things like playing loud music, shouting, banging doors, dumping rubbish, vandalism, offensive behaviour or dog barking/fouling. • You must not harass anyone living, visiting or working in the locality of your home including our colleagues. This includes threats, violence, intimidation, abuse or damaging property. • Domestic abuse against any other person (including children) living with you or within an intimate and/or family relationship with you, will not be tolerated and could lead to your eviction. • You must occupy your home as your only or principal home and must inform us if you plan to be away from your home for four consecutive weeks. • You must not allow your home to be used for any trade or business without our consent. • You must not keep dangerous or flammable substances in your home. • You may not keep a pet without our written consent to do so and must not erect any animal housing at your home (internally or externally). The breeding of animals is not allowed without our permission. • You must not park any unroadworthy or untaxed vehicles within the boundaries of your home. • You may keep a caravan, boat or trailer only if there is an appropriate hard-standing at your home but not on any approach road to your home. You should not obstruct access to homes or routes for emergency vehicles. • We have the right to remove vehicles in violation of the terms of your contract. • 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. • You must not carry out car repairs for payment in your home or in the common parts.
8.	Maintenance	<ul style="list-style-type: none"> • You must keep your home, balcony, garden and the common parts in a clean and tidy condition and free from rubbish. This includes keeping your home and any outbuildings (such as sheds) in good decorative order and sweeping any chimneys regularly. You must make good any damage caused to your home by you, a household member, or visitor. • This section lists some minor repairs that are your responsibility such as internal doors, lost keys, broken window or door glass (if there is no crime number), sink plugs and chains and toilet seats. • If you do not comply with this section we may carry out work and recharge you. You must pay recharges within 14 days. You must also pay our costs where we need to carry out any work as a result of you

		<p>making unsatisfactory alterations or improvements to your home.</p> <ul style="list-style-type: none"> • You must let us into your home immediately in the event of an emergency. • You must not hang washing in common parts or over your balcony or do anything on your balcony which may cause nuisance to others, such as allowing water to escape, barbecuing or throwing items from your balcony. • You must ensure that smoke detectors are not damaged and have working batteries where required. • You must report any repair need as soon as possible. • Where work cannot be carried out whilst you remain in your home you may be required to move out temporarily. • You must obtain our written consent if you wish to make alterations or improvements to your home. We will not unreasonably withhold our consent but we may ask you to meet certain conditions in respect of the standard of the work. • You may change the supplier of utilities such as electricity, gas, telephone and internet. You must ensure your home is left with an electricity, gas (or other fuel if applicable) and water supply at the end of your contract. • You have a right to repair. • If you fail to remove rubbish, debris or household items from your garden on request we may remove them and pass on our costs to you. Recharges must be paid in 14 days. • You must keep hedges and trees at your home free from rubbish and weeds, or any other overgrowth, and must cut any lawn on a regular basis. • Our written consent is required if you wish to pave your garden or build a shed. Our consent is also required if you wish to remove any tree, shrub, hedge, fence or wall and no large tree should be planted near a building to avoid potential damage to your home or negative effects on your neighbours. • You must seek our written consent before installing any satellite dish, TV aerial or CCTV system or similar.
<p>9.</p>	<p>Transfer of the contract</p>	<ul style="list-style-type: none"> • You can pass on your contract when you die to a spouse, partner, family member, or carer. This is called “succession”. There can be up to two successions of your contract. • You may transfer your contract to another secure contract-holder of a community landlord but you require our consent to do this. • You may transfer or exchange this contract by way of assignment if we give you written consent.

		<ul style="list-style-type: none"> You may not sub-let your whole home but may be able to sub-let part of it with our consent. You may take in a lodger without our consent but you should grant them a license and let us know the name(s) of your lodger(s). You must not allow your home to become overcrowded.
10.	Ending the contract	<ul style="list-style-type: none"> You must give us at least four weeks' notice if you intend to end your contract. Your contract will end one month after your death unless there are persons entitled to succeed. We may make a claim for possession of your home if you breach your contract. Your contract cannot be ended by one or more joint contract-holders acting without the other joint contract-holder(s). At the end of the contract, you must return your keys to us and leave your home clean and tidy and remove all furniture and other belongings from your home except anything that belongs to us. We will dispose of any belongings left behind. You must ensure that our fixtures and fittings are left in the same condition as they were at the start of the contract (except for fair wear and tear). If we have to hold any of your belongings after your contract has ended we will charge you.
11.	Possession claims and notices	<ul style="list-style-type: none"> This section sets out the format that a possession notice should take. We can serve a notice for possession where you breach your contract or for one of the estate management grounds set out in Annex A. Where you have breached your contract due to anti-social behaviour we can take possession proceedings immediately. For any other breach of contract there is a one month notice period before we can take possession proceedings. A notice seeking possession of your home remains valid for six months.
12.	Written statements and the provision of	<ul style="list-style-type: none"> We must give you a written statement of your contract within 14 days of moving into your home. We must give you notice of our address. If we fail to issue a written statement of the contract you may seek compensation.

	information by the landlord	
13.	Variations	<ul style="list-style-type: none"> This section explains which terms of the contract can be varied by agreement and which cannot.
14.	Other matters	<ul style="list-style-type: none"> You have a right to be consulted before we make any changes to our housing management or maintenance services. You are entitled to information about this contract, including our housing management policies. We will publish our complaints procedure and you have a right to refer a complaint to the Independent Housing Ombudsman when our complaints procedure has been exhausted. We may, in some instances, need to share information about you with other statutory bodies such as the Police. We will do so in compliance with data protection legislation. You are entitled to inspect personal information held by us on you or your family
	Annexes	<p>These contain further explanatory information on things like grounds for possession, delivery of notices, service charges and succession.</p> <p>If you pay additional charges such as Council Tax, water rates, meals and heating, these charges may not be included in the service charge breakdown in Annex D</p>