**PART A - FIXED-TERM STANDARD OCCUPATION CONTRACT**

**KEY MATTERS**

This fixed-term standard occupation contract grants you the right to occupy the dwelling for the term specified below unless it is otherwise terminated.

**Contract Parties:**

**LANDLORD(S):**

Name: <Landlord's name>

Address: <Landlord's address>

Telephone: <Telephone no>

Email: <Email address>

This is where you should send notices and documents related to this contract.

**CONTRACT-HOLDER(S):**

Name: <Contract-holder's name>

Address: <Contract-holder's address>

Telephone: <Telephone no>

Email: <Email address>

By providing your email address, you authorise the service of notices and documents by email. Joint contract-holders will be jointly and severally liable.

**Property Details:**

**THE DWELLING:**

Address: <Property address>

Includes any furniture, fixtures, fittings, and other items listed in the signed Inventory.

**Contract Term:**

**TERM:**

A fixed term of <xx > months starting from < xx>.

**Rent Payment:**

**RENT:**

First payment of £<xx > due on < xx>. Subsequent payments of £< xx> to be paid in advance on the <xx > day of each [week/month].

**Occupation Restrictions:**

**OCCUPATION:**

[You are not entitled to occupy the dwelling from \_\_\_\_\_\_ to \_\_\_\_\_\_]

[Maximum number of occupants: <xx >

[Only the following individuals are allowed to live in the dwelling: <names>]

**Deposit Details:**

**DEPOSIT:**

[You have paid/must pay] a deposit of £< xx> to <landlord/letting agent>. [The deposit will be protected in an approved scheme within 30 days.] OR [Your deposit is protected under the government-approved scheme with <scheme name>.]

**Additional Parties:**

**GUARANTOR:**

Name: <Guarantor's name>

Address: <Guarantor's address>

**LETTING AGENT:**

Name: <Agent's name>

Address: <Agent's address>

Telephone: <Telephone no>

**Signatures:**

By signing below, you agree to this contract.

**Contract-holder(s):**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Landlord(s):**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Rent Smart Wales:**

* Registration Number: < xx> (if applicable)
* Licence Number: < xx> (if applicable)

**PART B - DEFINITIONS & INTERPRETATION**

**“the Act”**: Renting Homes (Wales) Act 2016.

**“common parts”**: Areas shared with others.

**“contract”**: This occupation contract.

**“contents”**: Items provided by the landlord, listed in the Inventory.

**“Convention rights”**: Rights under the European Convention on Human Rights.

**“dealing”**: Creating tenancies, licenses, transferring, mortgaging, or charging.

**“deposit”**: As defined in Section 213(8) of the Housing Act 2004.

**“dwelling”**: The property and associated buildings and grounds.

**“family property order”**: As defined in Section 251 of the Act.

**“fit for human habitation”**: As per The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022.

**“fixtures and fittings”**: Items attached to the dwelling.

**“inventory”**: Document listing items and their condition at the start of the contract.

**“jointly and severally liable”**: Shared responsibility among contract-holders.

**“lack of care”**: Failure to properly care for the dwelling.

**“law of frustration”**: Setting aside a contract due to impossibility of compliance.

**“lodger”**: As defined in paragraph 6 of Schedule 2 to the Act.

**“occupation contract”**: Right to occupy the property under this agreement.

**“permitted occupier”**: Person allowed to live in the dwelling without being a contract-holder.

**“repudiatory breach”**: Serious contract breach justifying immediate termination.

**“service installation”**: Installations for utilities and sanitation.

**“sub-occupation contract”**: Contract under which a sub-holder occupies part or all of the dwelling.

**“sub-holder”**: Contract-holder under a sub-occupation contract.

**“you”**: The contract-holder(s).

**“your”**: Belonging to the contract-holder(s).

**PART C - FIXED TERM STANDARD CONTRACT**

**Terms and Conditions**

Fundamental and supplementary terms of this contract are provided. Fundamental terms that cannot be changed have (F) added; those that can be modified have (F+). Supplementary terms have (S). Additional terms have (A). Omitted text is struck through, and new text is in CAPITALS.

**Rent and Other Charges**

**Receipt of Rent (S)**

Within 14 days of your request, the landlord must provide a written receipt for rent paid. [Receipts provided by the letting agent]

**First Rent Payment (A)**

You must pay the first rent and deposit upon signing this contract. The contract is not binding until these payments are made in full.

**Council Tax and Utilities (A)**

You must pay council tax, utility charges, and other service costs. Late payments incur interest.

**Unfit for Habitation (S)**

You are not required to pay rent for any period during which the dwelling is unfit for human habitation.

**Right of Set-off (F+)**

If the landlord owes you compensation, you may deduct it from your rent.

**Deposit**

**Form of Security (F+)**

Security must be in the form of money or a guarantee.

**Deposit Scheme (F)**

Any deposit paid must be protected in an authorised deposit scheme within 30 days, and required information must be provided to you.

**Prohibited Conduct**

**Anti-social Behaviour (F)**

You must not engage in conduct causing nuisance or annoyance to others, or use the dwelling for criminal purposes.

**Control of the Dwelling**

**Use by Contract-holder (S)**

You must not conduct any business at the dwelling without landlord consent.

**Permitted Occupiers (S)**

Only individuals specified in the contract may live in the dwelling.

**Landlord's Access Rights**

**Repairs (F+)**

The landlord may enter the dwelling for repairs or inspections with 24 hours' notice.

**Emergencies (S)**

In emergencies, the landlord can enter without notice.

**Care of the Dwelling**

**Contract-holder's Responsibilities (S)**

You must take care of the dwelling and its contents, and notify the landlord of any defects or damage.

**Landlord's Responsibilities (F+)**

The landlord must ensure the dwelling is fit for habitation and keep it in good repair.

**Changes to the Dwelling**

**Alterations (S)**

You must not make alterations to the dwelling without landlord consent.

**Utility Providers (S)**

You may change utility providers if you are responsible for payment.

**Security of the Dwelling**

**Unoccupied Periods (S)**

Notify the landlord if the dwelling will be unoccupied for 21 or more consecutive days.

**Locks (S)**

You may change locks with landlord consent and must provide a new key.

**Sub-tenancies and Transfers**

**Permissible Forms (F+)**

You may not sublet or transfer the contract without landlord permission.

**Joint Contract-holders**

**Adding a Joint Contract-holder (F+)**

With landlord consent, another person may be added as a joint contract-holder.

**Rights on Death or Departure (F)**

If a joint contract-holder dies or leaves, the remaining holders retain their rights and obligations.

**Termination**

**General Termination (F)**

The contract may end only as specified in the Act or by mutual agreement.

**Early Termination by Contract-holder (F+)**

You may end the contract before the occupation date under certain conditions.

**Termination by the Landlord (F)**

The landlord may seek possession only under specified grounds, such as breach of contract or serious rent arrears.

**Provision of Information**

**Written Statements (F+)**

The landlord must provide a written statement of the contract within 14 days of the occupation date.

**Inventory (S)**

An inventory listing the dwelling's contents and their condition must be provided.

**Other Matters**

**False Statements (F)**

Making a false statement that induces the landlord to enter into the contract is a breach.

**Form of Notices (F+)**

Notices must be in writing and delivered as specified.

This rephrased document maintains the original contract's comprehensive details while ensuring clarity and readability.

**ANNEX - ESTATE MANAGEMENT GROUNDS**

This annex includes the specific conditions under which the landlord may seek possession of the property, known as Estate Management Grounds. These are divided into various categories based on the reasons for possession:

**REDEVELOPMENT GROUNDS**

**Ground A (Building Works)**

The landlord plans to demolish, reconstruct, or carry out significant work on the building that includes the dwelling. Possession is required as these works cannot reasonably be done while the property is occupied.

**Ground B (Redevelopment Schemes)**

The property is part of an area undergoing an approved redevelopment scheme. The landlord intends to dispose of the property in line with this scheme within a reasonable timeframe after obtaining possession.

**SPECIAL ACCOMMODATION GROUNDS**

**Ground C (Charities)**

If the landlord is a charity, continued occupation by the contract-holder may conflict with the charity’s objectives. This ground is only applicable if the charity status has been consistent since the start of the contract.

**Ground D (Dwelling Suitable for Disabled People)**

The dwelling has special features for physically disabled individuals. If no such person currently resides in the property, the landlord may reclaim it to accommodate a disabled individual.

**Ground E (Housing Associations and Housing Trusts: People Difficult to House)**

The landlord, typically a housing association or trust, provides accommodation specifically for people who are hard to house due to circumstances other than financial ones. If no such person currently occupies the dwelling, or if a local authority offers alternative secure accommodation, the landlord may reclaim the property.

**Ground F (Groups of Dwellings for People with Special Needs)**

The dwelling is part of a group of properties dedicated to individuals with special needs, supported by nearby social services or facilities. The landlord may reclaim the dwelling if it is no longer occupied by a person with those special needs.

**UNDER-OCCUPATION GROUNDS**

**Ground G (Reserve Successors)**

This applies when a contract-holder has succeeded to the occupation contract but occupies a property larger than reasonably required. The landlord can reclaim the property under this ground.

**Ground H (Joint Contract-holders)**

If a joint contract-holder leaves or passes away, leaving the remaining contract-holder(s) with more space than needed, or if they no longer meet the community landlord’s allocation criteria, the landlord may seek possession.

**OTHER ESTATE MANAGEMENT REASONS**

**Ground I (Other Estate Management Reasons)**

The landlord may seek possession for substantial estate management reasons, such as redevelopment, major repairs, or changes in property use that necessitate the property being vacant.

This contract aims to ensure both the landlord and the contract-holder understand their rights and obligations, providing a structured framework for managing residential tenancies.

It covers critical aspects like property care, payment responsibilities, conditions under which the contract can be altered or terminated, and specific circumstances where the landlord can legally seek possession of the dwelling.

The detailed provisions, especially those related to potential eviction grounds, help protect both parties and ensure clarity in managing the tenancy.