

Referencing Requirements

Once you have found a property you want to rent your initial application will be put to the landlord.

If the landlord accepts, on the basis of "subject to contract and satisfactory references", then each applicant (anyone intending to occupy the property who is 18 years old or over) will need to complete an application form in order to be referenced.

Referencing may comprise the following checks

- (1) Identity Check – i.e. need to see passport, driving licence etc
- (2) Proof of Residence - i.e. need to see utility bill, Council Tax, Bank letter all dated in last 3 months
- (3) Credit Check – to check if you have any adverse credit e.g. CCJ
- (4) Income check your annual household income should be at least 30 times the monthly rent, (i.e. monthly rent should not exceed 40% of your gross monthly salary). This can also include any benefits or other sources of income
- (5) Employer Reference – to confirm your employment and earnings
- (6) Previous Landlord/Agent Reference – to check your rental payment history and enquire as to whether the property had been looked after by you.
- (7) Self-employment – we would need to see your accounts and have these verified by your accountant
- (8) Where you are not working, then other income streams can be considered, e.g. pension, benefits, investment income etc

Where you are not able to demonstrate enough income for the affordability required for your share of the rent, or there is adverse credit on your file, you may be asked to also provide a guarantor. If a guarantor or any additional applicant/s is required then they will also need to complete an application form.

As guarantor reference will comprise (1) – (5) above and where required (7) and (8)

Attached is a draft Occupation Contract for you to read, so you understand the obligations you are signing up to,

We also attach a draft Guarantor Agreement, for you to pass onto any Guarantor you put forward so he/she can understand a Guarantor's obligations

Please speak to the branch should you have any questions on the referencing process or draft documentation.

FIXED TERM STANDARD OCCUPATION CONTRACT FOR A TERM OF LESS THAN SEVEN YEARS

[This statement applies to fixed term standard contracts made for a term of less than seven years, which:

- a) do not incorporate a landlord's break clause under section 194 (landlord's break clause) of the Renting Homes (Wales) Act 2016 ("the Act"),*
- b) do not incorporate a contract-holder's break clause under section 189 (contract-holder's break clause) of the Act, and*
- c) are not within Schedule 9B (fixed term standard contracts which can be terminated by giving notice under section 186 (landlord's notice in connection with end of term)) to the Act.]*

This Occupation Contract complies with Schedule 3 to the [Renting Homes \(Model Written Statements of Contract\) \(Wales\) Regulations 2022](#). The terms included in it are those set out in the Act and regulations made under the Act. Some terms may not be changed at all; others may be omitted or modified with the contract-holder's agreement (but in some cases, only where the position of the contract-holder is improved).

Where a landlord or agent is uncertain about the modification or inclusion of any term, independent advice should be sought.

DRAFT

PART 1

FIXED TERM STANDARD OCCUPATION CONTRACT: EXPLANATORY INFORMATION

This is your written statement of the occupation contract you have made under the Renting Homes (Wales) Act 2016 (“the Act”). The contract is between you, as the “contract-holder”, and the “landlord”.

Your landlord must give you a written statement, free of charge, within 14 days of the “occupation date” (the day on which you were entitled to move in). If you did not receive a copy of this written statement (including electronically if you have agreed to receive the written statement in an electronic form) within 14 days of the occupation date, for each day after the occupation date that the written statement has not been provided, the landlord may be liable to pay you compensation, equivalent to a day’s rent, up to a maximum of two months’ rent (unless the failure was intentional in which case you can apply to the court to increase this amount).

The written statement must contain the terms of your contract and the explanatory information that the landlord is required to give you. The terms set out your rights and responsibilities and those of the landlord (that is, the things that you and your landlord must do or are permitted to do under the occupation contract). You should read the terms to ensure you fully understand and are content with them and then sign where indicated to confirm that you are content. The written statement should be kept safe as you may need to refer to it in the future.

The terms of your contract consist of:

key matters – that is, the address of the dwelling, the occupation date, the amount of rent (or other consideration¹) and the rental period (i.e., the period in respect of which the rent is payable (e.g. weekly or monthly)), the fact that this is a fixed term contract and if there are periods during which the contract-holder is not entitled to occupy the dwelling as home, details of those periods.

fundamental terms – these are provisions of the Act that are automatically included as terms of an occupation contract. Some cannot be changed and must reflect the wording in the Act². However, others can be left out or changed, but only if you and the landlord agree to do that and it benefits you as the contract-holder.

supplementary terms – these are provisions, set out in regulations made by the Welsh Ministers, which are also automatically included as terms of an occupation contract. However, providing you and the landlord agree to it, these can be left out or changed, either to benefit you or the landlord. Supplementary terms cannot be omitted or modified in a way that would make those terms incompatible with a fundamental term.

Where a fundamental or supplementary term has been left out or changed, this must be identified in this written statement.

The terms of your contract may also include:

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

Under section 62 of the Consumer Rights Act 2015, an additional term, or any change to a supplementary term, which is unfair (within the meaning of that Act), is not binding on you.

An incorrect or incomplete written statement may mean the landlord is liable to pay you compensation.

¹ “Other consideration” could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

² Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

Where any changes to this contract are agreed after the start of this contract, the landlord must provide you with a written copy of the new term or terms or a new written statement of this contract, within 14 days of the change being agreed.

Your contract is a fixed term standard contract, which means that it initially lasts for a specified period of time agreed between you and the landlord. It also means that you cannot be evicted without a court order, unless you abandon the dwelling. Before a court makes such an order your landlord must demonstrate that the correct procedures have been followed and at least one of the following is satisfied—

- a) you have broken one or more terms of the contract (which includes any arrears of rent, engaging in anti-social behaviour and other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,**
- b) you are seriously in arrears with your rent (e.g., if the rental period is a month, at least two months' rent is unpaid), or**
- c) your landlord needs to move you, and one of the estate management grounds under section 160 (estate management grounds) of the Act applies, suitable alternative accommodation is available (or will be, available when the order takes effect), and it is reasonable to evict you.**

If you remain in occupation of the dwelling after the end of the fixed term, (with the landlord's written consent) you and the landlord are to be treated as having made a new periodic standard contract in relation to the dwelling.

You have important rights as to how you can use the dwelling, although some of these require the consent of your landlord. Someone who lives with you at the dwelling may have a right to succeed to this contract if you die.

You must not allow the dwelling to become overcrowded by permitting more people to live in it than the maximum number allowed. Part 10 of the Housing Act 1985 provides the basis for determining the maximum number of people permitted to live in the dwelling.

You can be held responsible for the behaviour of everyone who lives in and visits the dwelling. Anti-social behaviour and other prohibited conduct can include excessive noise, verbal abuse and physical assault. It may also include domestic abuse (including physical, emotional and sexual, psychological, emotional or financial abuse).

If you have a problem with your home, you should first contact your landlord. Many problems can be resolved quickly by raising them when they first arise. If you are unable to reach an agreement with your landlord, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors. Disputes regarding your contract may ultimately be settled through the county courts.

If you have any questions about this contract, you may find the answer on the Welsh Government's website along with relevant information, such as information on the resolution of disputes. Alternatively, you may wish to contact an advice agency (such as Citizens Advice Cymru or Shelter Cymru) or independent legal advisors.

PART 2

FIXED TERM STANDARD OCCUPATION CONTRACT: KEY MATTERS

Unless it is otherwise brought to an end, this fixed term standard contract gives you a right to occupy the dwelling for the term set out below³.

The key matters and information about the deposit and landlord are set out below.

This contract is between:

Of:

and:

Of

It relates to:

This fixed term standard contract will start on:

The rent is: £..... payable Monthly ⁴

The first payment is to be made on the:

The Tenant shall pay to the Agent the sum of £..... () by cleared funds before the start of the tenancy for the period to Thereafter the Tenant shall pay to the Agent the sum of £.... () per calendar month in advance by standing order on the day of each month for every month of the tenancy, the first of such payments being due on

This fixed term standard contract will end on and include:

The deposit amount of £..... () shall be paid by the Contract Holder in cleared funds prior to the commencement of this contract

For more information about the holding of your deposit contact:

The Dispute Service Ltd
West Wing, First Floor, The Maylands Building, 200 Maylands Avenue
Hemel Hempstead HP2 7TG

Tel: 0300 037 1000 Email: deposits@tenancydepositscheme.com

You can contact the landlord

by post:

by telephone:

³ If you remain in occupation of the dwelling after the end of the term, you and the landlord are to be

treated as having made a new periodic standard contract in relation to the dwelling.

⁴ Where other consideration is due, the details must be set out here. 'Other consideration' could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

by e-mail:

DRAFT

Please sign below as evidence of your agreement to this contract.

CONTRACT HOLDER(S):

Signature:	Print name:	Date:
Signature:	Print name:	Date:
Signature:	Print name:	Date:
Signature:	Print name: T4TR	Date: T4DS
Signature:	Print name: T5TR	Date: T5DS

LANDLORD(S):

Signature:	Print name: L1TR	Date:
Signature: L2SR	Print name: L2TR	Date:
Signature: L3SR	Print name: L3TR	Date:
Signature: L4SR	Print name:	Date:

Rent Smart Wales

Registration Number: (If applicable)

Licence Number: (If applicable)

Definitions

- a) References to the singular include the plural and references to the masculine include the feminine.
- b) You and Landlord agree that the laws of England and Wales shall apply to this Agreement.
- c) The headings used in the Agreement do not form part of the terms and conditions or obligations for either the Landlord or you and are for reference purpose only.

PART 3

FIXED TERM STANDARD CONTRACT: FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this fixed term standard contract are set out in this Part. Fundamental terms that cannot be left out of this contract or changed⁵ have **(F)** added after the term sub-heading. Fundamental terms that can be left out or changed have **(F+)** added. Supplementary terms have **(S)** added.

[Where additional terms are included] Additional terms have **(A)** added.

[Where any fundamental or supplementary term has been left out of the contract or otherwise changed] Text omitted from a fundamental or supplementary term has been struck through and any new text is shown in CAPITALS.

Where a term is referring to the contract-holder, it usually uses “you” instead of “the contract-holder”. Similarly, where a term is referring to something belonging to the contract-holder, it usually uses “your” rather than “the contract-holder’s”.

[Where footnotes are included] Footnotes do not form part of the terms of this contract but have been included where that is helpful.

⁵ Under section 33 of the Act, editorial changes may be made to the wording of a term providing they do not change the substance of that term in any way.

DRAFT

TERMS

Rent and other charges

Receipt of rent or other consideration (S)

1. Within 14 days of a request from you, the landlord must provide you with written receipt of any rent or other consideration⁶ paid or provided under the contract.

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

2. You are not required to pay the rent in respect of any day or part day during which the dwelling is unfit for human habitation⁷.

Right of set off⁸ (F+)

3. If the landlord is liable to pay you compensation under section 87 of the Act, you may set off that liability against rent⁹.

Deposit

Form of security (F+)

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

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

Requirement to use a deposit scheme (F)

5. (1) If you pay a deposit under this contract (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme¹⁰.

(2) Before the end of the period of 30 days starting with the day on which the deposit is paid, the landlord must:

- a) comply with the initial requirements of the authorised deposit scheme, and
- b) give you (and any person who has paid the deposit on your behalf) the required information.

(3) The required information is such information as may be specified by the Welsh Ministers in regulations in accordance with section 45 of the Act, relating to —

- a) the authorised deposit scheme which applies,
- b) the landlord's compliance with the initial requirements of the scheme, and
- c) the operation of Chapter 4 of Part 3 of the Act (Deposits and Deposit Schemes), including your rights (and the rights of any person who has paid the deposit on your behalf) in relation to the deposit.

Prohibited conduct

Anti-social behaviour and other prohibited conduct¹¹ (F)

6. (1) You must not engage or threaten to engage in conduct capable of causing nuisance or annoyance to a person with a right (of whatever description):

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

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

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

(3) You must not engage or threaten to engage in conduct —

- a) capable of causing nuisance or annoyance to —
 - i) the landlord; or
 - ii) a person; (whether or not employed by the landlord) acting in connection with the exercise of the landlord's housing management functions: and

⁶ “Other consideration” could include for example, doing something equivalent to paying rent, such as providing a service to or undertaking work for the landlord.

⁷ When determining whether a dwelling is fit for human habitation regard must be had to the matters and circumstances set out in the regulations made under section 94 of the Act which can be found on the Welsh Government's website.

⁸ This term only applies to contracts under which rent is payable.

⁹ The “right of set off” means that if a landlord is required to pay a contract-holder compensation for things such as a failure to provide a written statement of the contract, the contract-holder may withhold rent to the value of the outstanding compensation. Section 87 of the Act sets out all the circumstances in which a landlord may be liable to pay compensation and way in which that compensation is to be calculated.

¹⁰ Information about authorised deposit schemes and links to the “required information” can be found on the Welsh Government's website.

¹¹ Behaviour which potentially breaches these terms is wide ranging and can include excessive noise, verbal abuse and physical assault. Prohibited conduct may also include domestic abuse (including physical, sexual, psychological, emotional or financial abuse).

b) that is directly or indirectly related to or affects the Landlord's housing management functions.

(4) You may not use or threaten to use the dwelling subject to this contract, including any common parts¹² and any other part of a building comprising the dwelling, for criminal purposes.

(5) You must not, by any act or omission —

a) allow, incite or encourage any person who is living in or visiting the dwelling to act as mentioned in paragraphs (1) to (3) of this term, or

b) allow, incite or encourage any person to act as mentioned in paragraph (4) of this term.

Control of the dwelling

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

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

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

8. You may not permit persons who are not lodgers¹³ or sub-holders¹⁴ to live in the dwelling as a home.

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

9. (1) The landlord may not, by any act or omission, interfere with your right to occupy the dwelling.

(2) The landlord does not interfere with your right to occupy the dwelling by reasonably exercising the landlord's rights under this contract.

(3) The landlord does not interfere with your right to occupy the dwelling because of a failure to comply with repairing obligations (within the meaning of section 100(2) of the Act¹⁵).

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

(a) acts on behalf of the landlord, or

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

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

10. (1) The landlord may enter the dwelling at any reasonable time for the purpose if:

(a) inspecting its condition and state of repair, or

(b) carrying out works or repairs needed in order to comply with the obligations set out in terms 15 and 16 of this contract.

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

(3) of this term applies where:

(a) the dwelling forms part only of a building, and

(b) in order to comply with the obligations, set out in terms 15 and 16 the landlord needs to carry out works or repairs in another part of the building.

(4) The landlord is not liable for failing to comply with the obligations under terms 15 and 16 if the landlord does not have sufficient rights over that other part of the building to be able to carry out the works or repairs and was unable to obtain such rights after making a reasonable effort to do so.

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

12 The common parts of a dwelling are a) any part of a building comprising a dwelling and b) any other premises (including any other dwelling) which the contract-holder is entitled under the terms of the contract to use in common with others.

13 Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

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

15 Section 100(2) of the Act states that "Repairing obligations are (a) obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and (b) obligations to keep any dwelling fit for human habitation however expressed, and include a landlord's obligations under sections 91 and 92. Sections 91 and 92 of the Act are reflected in terms 15 and 16 of this contract.

11. (1) In circumstances where you have not undertaken the repairs that are your responsibility in accordance with term 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 the inventory; or replacing them.

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

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

12. (1) In the event of an emergency which results in the landlord needing to enter the dwelling without notice, you must give the landlord immediate access to the dwelling.

(2) If you do not provide access immediately, the landlord may enter the dwelling without your permission.

(3) If the landlord enters the dwelling in accordance with paragraph (2) of this term, the landlord must use all reasonable endeavours to notify you that they have entered the dwelling as soon as reasonably practicable after entry.

(4) For the purposes of paragraph (1) in this term, an emergency includes:

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

Care of the dwelling – contract-holder's responsibilities

Duty to take care of the dwelling (S)

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

- a) take proper care of the dwelling, fixtures and fittings within the dwelling and any items listed in the inventory,
- b) not remove any fixtures and fittings or any items listed in the inventory from the dwelling without the consent of the landlord,
- c) keep the dwelling in a state of reasonable decorative order, and
- d) not keep anything in the dwelling that would be a health and safety risk to you, any permitted occupier¹⁶, any persons visiting the dwelling or any persons residing in the vicinity of the dwelling.

Duty to notify landlord of defect or disrepair (S)

14. (1) You must notify the landlord as soon as reasonably practicable of any fault, defect, damage or disrepair which you reasonably believe is the landlord's responsibility.

(2) Where you reasonably believe that any fault, defect, damage or disrepair to the fixtures and fittings or items listed in the inventory is not the landlord's responsibility, you must, within a reasonable period of time, carry out repairs to such fixtures and fittings or other items listed in the inventory, or replace them.

(3) The circumstances in which paragraph (2) of this term applies include where the fault, defect, damage or disrepair has occurred wholly or mainly because of an act or omission amounting to a lack of care¹⁷ by you, any permitted occupier or any person visiting the dwelling.

Care of the dwelling – landlord's obligations

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

15. (1) The landlord must ensure that the dwelling is fit for human habitation¹⁸ —

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

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

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

16. (1) The landlord must —

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

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

- a) keep in repair the structure and exterior of any other part of the building (including drains, gutters and external pipes) in which the landlord has an estate or interest, and

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

17 Section 96(3) of the Act defines "lack of care" as a failure to take proper care (a) of the dwelling, or (b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under the occupation contract.

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

b) keep in repair and proper working order a service installation which directly or indirectly serves the dwelling, and which either—

- i) forms part of any part of the building in which the landlord has an estate or interest, or
- ii) is owned by the landlord or is under the landlord's control.

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

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

Further landlord obligations in relation to terms 15 and 16 (F+)

17. (1) The landlord must make good any damage caused by works and repairs carried out in order to comply with the landlord's obligations under terms 15 and 16.

(2) The landlord may not impose any obligation on you in the event of you enforcing or relying on the landlord's obligations under terms 15 and 16.

Limits on landlord obligations in relation to terms 15 and 16: General (F+)

18. (1) Term 15(1) does not impose any liability on the landlord in respect of a dwelling which the landlord cannot make fit for human habitation at reasonable expense.

(2) The landlord's obligations under terms 15(1) and 16(1) do not require the landlord —

- a) to keep in repair anything which you are entitled to remove from the dwelling, or
- b) to rebuild or reinstate the dwelling or any part of it, in the case of destruction or damage by a relevant cause.

(3) If the dwelling forms part only of a building, the landlord's obligation under terms 15(1) and 16(2) do not require the landlord to rebuild or reinstate any other part of the building in which the landlord has an estate or interest, in the case of destruction or damage by a relevant cause.

(4) Relevant causes for the purpose of paragraphs (2)(b) and (3) of this term are fire, storm, flood or other inevitable accident.

(5) Term 16(2) does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in proper working order affects your enjoyment of —

- a) the dwelling, or
- b) the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 15 and 16: contract-holder's fault (F+)

19. (1) Term 15(1) does not impose any liability on the landlord if the dwelling is unfit for human habitation wholly or mainly because of an act or omission (including an act or omission amounting to lack of care) by you or a permitted occupier of the dwelling.

(2) The landlord is not obliged by term 16(1) or (2) to carry out works or repairs if the disrepair, or the failure of a service installation to be in working order, is wholly or mainly attributable to lack of care by you or a permitted occupier of the dwelling.

(3) "Lack of care" means a failure to take proper care —

- a) of the dwelling, or
- b) if the dwelling forms part only of a building, of the common parts that you are entitled to use under this contract.

Limits on landlord obligations in relation to terms 15 and 16: notice (F+)

20. (1) The landlord's obligations under term 15(1)(b) and under term 16(1) and (2) do not arise until the landlord (or in the case of joint landlords, any one of them) becomes aware that works or repairs are necessary.

(2) The landlord complies with the obligations under term 15(1)(b) and under term 16(1) and (2) if the landlord carries out the necessary works or repairs within a reasonable time after the day on which the landlord becomes aware that they are necessary.

(3) If —

- a) the landlord (the "old landlord") transfers the old landlord's interest in the dwelling to another person (the "new landlord"), and
- b) the old landlord (or where two or more persons jointly constitute the old landlord, any one of them) is aware before the date of the transfer that works or repairs are necessary in order to comply with term 15(1) or 16(1) or (2),

the new landlord is to be treated as becoming aware of the need for those works or repairs on the date of the transfer, but not before.

Rights of permitted occupiers (F+)

21. (1) A permitted occupier¹⁹ who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 15 or 16, may enforce the term in question in his or her own right by bringing proceedings in respect of the injury, loss or damage.

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

(2) But a permitted occupier who is a lodger²⁰ or sub-holder²¹ may do so only if the lodger is allowed to live in the dwelling, or the sub-occupation²² contract is made, in accordance with this contract.

Making changes to the dwelling or utilities

Changes to the dwelling (S)

22. (1) You must not make any alteration to the dwelling without the WRITTEN consent of the landlord.

(2) the purposes of paragraph (1) of this term, "alteration" includes —

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

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

23. (1) You may change any of the suppliers to the dwelling of —

- a) electricity, gas, or other fuel or water (including sewerage) services;
- b) telephone, internet, cable television or satellite television services.

(2) You must inform the landlord as soon as reasonably practicable of any changes made pursuant to paragraph (1) of this term.

(3) Unless the landlord consents, you must not —

- a) leave the dwelling, at the end of the contract, without a supplier of electricity, gas or other fuel (if applicable) or water (including sewerage) services, unless these utilities were not present at the dwelling on the occupation date;
- b) install or remove, or arrange to have installed or removed, any specified service installations at the dwelling.

(4) For the purposes of paragraph (3)(b) of this term, "specified service installations" means an installation for the supply of water, gas or electricity or other fuel (if applicable) for sanitation, for space heating or for heating water.

Security and safety of the dwelling: contract-holder's responsibilities

Security of the dwelling – unoccupied periods (S)

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

Security of the dwelling – locks (S)

25. (1) You must take reasonable steps to ensure the dwelling is secure WHEN VACANT BY LOCKING ALL DOORS AND SECURING ALL WINDOWS.

(2) You may change any lock on the external or internal doors of the dwelling provided that any such changes provide no less security than that previously in place.

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

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

Permissible forms of dealing (F+)

26. (1) You may not deal with this contract, the dwelling or any part of the dwelling except —

- a) in a way permitted by this contract, or
- b) in accordance with a family property order (see section 251 of the Act)²³.

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

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

²⁰ Section 244(3) and (4) of the Act provide that a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.

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

²² Section 59(2) of the Act provides that a "sub-occupation contract" is an occupation contract (a) made with a landlord who is the contract-holder under an occupation contract, and (b) which relates to all or part of the dwelling to which that contract relates.

²³ Section 251 of the Act sets out the meaning of "family property order" for the purposes of this term. Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.

b) in accordance with a family property order.

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

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

(4) “Dealing” includes —

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

Permitting lodgers (S)

27. You must not allow persons to live in the dwelling as lodgers²⁴ without the landlord's consent.

Provisions about joint contract-holders

Adding a joint contract-holder (F+)

28. (1) You, as the contract-holder under this contract, and another person may, with the consent of the landlord²⁵, make that person a joint contract-holder under the contract.

(2) If a person is made a joint contract-holder under this term, he or she becomes entitled to all the rights and subject to all the obligations of a contract-holder under this contract from the day on which he or she becomes a joint contract-holder.

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

29. (1) If a joint contract-holder under this contract dies, or ceases to be a party to this contract for some other reason, from the time he or she ceases to be a party the remaining joint contract-holders are as follows:

- a) fully entitled to all the rights under this contract, and
- b) liable to perform fully every obligation owed to the landlord under this contract.

(2) The joint contract-holder is not entitled to any right or liable to any obligation in respect of the period after he or she ceases to be a party to the contract.

(3) Nothing in paragraph (1) or (2) of this term removes any right or waives any liability of the joint contract-holder accruing before he or she ceases to be a party to the contract.

(4) This term does not apply where a joint contract-holder ceases to be a party to this contract because his or her rights and obligations under the contract are transferred in accordance with the contract.

Termination of contract – general

Permissible termination etc. (F)

30. (1) This contract may be ended only in accordance with —

- a) the fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9 which are set out in terms 30 to 33, 36 to 46 and term 54²⁶, or
- b) any enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) Nothing in this term affects —

- a) any right of the landlord or contract-holder to rescind the contract, or
- b) the operation of the law of frustration²⁷.

Termination by agreement (F+)

31. (1) If the landlord and you agree to end this contract, this contract ends —

- a) when you give up possession of the dwelling in accordance what you agree with the landlord, or
- b) if you do not give up possession and a substitute occupation contract is made, immediately before the occupation date of the substitute occupation contract.

24 For the purposes of this term, section 244(3) and (4) of the Act states that ‘a person lives in a dwelling as a lodger if the tenancy or licence under which he or she occupies the dwelling falls within paragraph 6 of Schedule 2 to the Act (accommodation shared with landlord). But a person does not live in a dwelling as a lodger if he or she is given notice under paragraph 3 of Schedule 2 that his or her tenancy or licence is an occupation contract.’

25 When considering a request that a person be made a joint contract-holder, under section 84 of the Act, a ‘landlord may not (a) unreasonably refuse consent, or (b) consent subject to unreasonable conditions. What is reasonable is to be determined having regard to Schedule 6 to the Act.

26 The fundamental terms of this contract which incorporate fundamental provisions set out in Part 9 of the Act or other terms included in this contract in accordance with Part 9, include terms 30 to 33, 36 to 46 and term 54.

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

- (2) An occupation contract is a substitute contract if —
- it is made in respect of the same (or substantially the same) dwelling as the original contract, and
 - you were also the contract-holder under the original contract.

Repudiatory breach by landlord (F+)

32. If the landlord commits a repudiatory breach²⁸ of contract and you give up possession of the dwelling because of that breach, this contract ends when you give up possession of the dwelling.

Death of a sole contract-holder (F)

33. (1) If you are sole contract-holder, this contract ends —
- one month after your death, or
 - if earlier when the landlord is given notice of your death by the authorised persons.

- (2) The authorised persons are —
- your personal representatives, or
 - the permitted occupiers of the dwelling aged 18 and over (if any) acting together.

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

(4) The contract does not end if, at your death, a family property order²⁹ has effect which requires the contract to be transferred to another person.

- (5) If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, the contract ends —
- when the order ceases to have effect, or
 - if later, at the time the contract would end under the paragraph (1) of this term.

Contract-holders' obligations at the end of the contract (S)

34. When you vacate the dwelling at the end of this contract, you must —
- remove from the dwelling all property belonging —
 - to you, or
 - to any permitted occupier who is not entitled to remain in occupation of the dwelling,
 - return any property belonging to the landlord to the position that property was in on the occupation date, and
 - return to the landlord all keys which enable access to the dwelling, which were held during the term of the contract by you or any permitted occupier who is not entitled to remain in occupation of the dwelling.

Repayment of rent or other consideration (S)

35. The landlord must repay, within a reasonable time at the end of this contract, to you any pre-paid rent or other consideration which relates to any period falling after the date on which this contract ends.

Termination by contract-holder

Early termination by contract-holder (F+)

36. (1) You may end this contract at any time before the earlier of —
- the landlord giving you a written statement of this contract under term 49(1), or
 - the occupation date.

(2) To end this contract under paragraph (1) of this term, you must give a notice to the landlord stating that you are ending this contract³⁰.

- (3) On giving the notice to the landlord, you —
- cease to have any liability under this contract, and
 - become entitled to the return of any deposit, rent or other consideration given to the landlord in accordance with this contract.

Termination of the contract with joint contract-holders (F+)

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

Termination by the landlord: possession claims and possession notices

Possession claims (F)

38. The landlord may make a claim to the court for recovery of possession of the dwelling from you ("a possession claim") only in the circumstances set out in Chapters 3 and 7 of Part 9 of the Act which are set out in terms 40 to 45 and 54.

- 28 A repudiatory breach would be a breach of the contract by the landlord that is sufficiently serious to justify its immediate termination by you, for example due to fraudulent misrepresentation by the landlord. Ultimately, the court would decide, if there is a dispute, whether a breach is repudiatory.
- 29 Section 251 of the Act sets out the meaning of "family property order". Courts may make many types of orders to resolve what happens to the family home after divorce, separation etc.
- 30 See term 55 regarding the giving of a notice.

Possession notices (F+)

39. (1) This term applies in relation to a possession notice which a landlord is required to give to a contract-holder under any of the following terms before making a possession claim —

- a) term 41 (in relation to a breach of contract by a contract-holder);
- b) term 43 (in relation to estate management grounds);
- c) term 45 (in relation to serious rent arrears).

(2) The notice must (in addition to specifying the ground on which the claim will be made) —

- a) state the landlord's intention to make a possession claim,
- b) give particulars of the ground for seeking possession, and
- c) state the date after which the landlord is able to make a possession claim.

Termination by the landlord: grounds for making a possession claim

Breach of contract (F+)

40. (1) If you breach this contract, the landlord may on that ground make a possession claim.

(2) Section 209 of the Act provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act).

Restrictions on making a possession claim in relation to a breach of contract (F+)

41. (1) Before making a possession claim on the ground in term 40, the landlord must give you a possession notice specifying that ground.

(2) The landlord may make a possession claim in reliance on a breach of term 6 (anti-social behaviour and other prohibited conduct) on or after the day on which the landlord gives you a possession notice specifying a breach of that term.

(3) The landlord may not make a possession claim in reliance on a breach of any other term of this contract before the end of the period of one month starting with the day on which the landlord gives you a possession notice specifying a breach of that term.

(4) In either case, the landlord may not make a possession claim after the end of the period of six months starting with the day on which the landlord gives you the possession notice.

Estate management grounds (F+)

42. (1) The landlord may make a possession claim on one or more of the estate management grounds.

(2) The estate management grounds (which are set out in Part 1 of Schedule 8 to the Act) are included in the Annex to this contract.

(3) Section 210 of the Act provides that the court may not make an order for possession on an estate management ground unless —

- a) it considers it reasonable to do so (and reasonableness is to be determined in accordance with Schedule 10 to the Act), and
- b) it is satisfied that suitable alternative accommodation (what is suitable is to be determined in accordance with Schedule 11 to the Act) is available to you (or will be available to you when the order takes effect).

(4) If the court makes an order for possession on an estate management ground (and on no other ground), the landlord must pay to you a sum equal to the reasonable expenses likely to be incurred by you in moving from the dwelling.

(5) Paragraph (4) of this term does not apply if the court makes an order for possession on Ground A or B (the redevelopment grounds) of the estate management grounds (and on no other ground).

Restrictions on making a possession claim under term 42 (estate management grounds) (F+)

43. (1) Before making a possession claim on an estate management ground, the landlord must give you a possession notice specifying that ground.

(2) The landlord may not make the claim —

- a) before the end of the period of one month starting with the day on which the landlord gives you the possession notice, or
- b) after the end of the period of six months starting with that day.

(3) If a redevelopment scheme is approved under Part 2 of Schedule 8 to the Act³¹ subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.

(4) The landlord may not give you a possession notice specifying estate management Ground G (accommodation not required by successor) —

- a) before the end of the period of six months starting with the day on which the landlord (or in the case of joint landlords, any one of them) became aware of the previous contract-holder's death, or
- b) after the end of the period of twelve months starting with that day.

(5) The landlord may not give you a possession notice specifying estate management Ground H (departing joint contract-holder) after the end of the period of six months starting with the day on which the joint contract-holder's rights and obligations under this contract ended.

³¹ Part 2 of Schedule 8 to the Act provides for the approval by the Welsh Ministers of redevelopment schemes for the purposes of Ground B of the estate management grounds (set out in the Annex to this contract).

Serious rent arrears (F+)

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

(2) You are seriously in arrears with your rent —

- a) where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid;
- b) where the rental period is a month, if at least two months' rent is unpaid;
- c) where the rental period is a quarter, if at least one quarter's rent is more than three months in arrears;
- d) where the rental period is a year, if at least 25% of the rent is more than three months in arrears.

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

- a) were seriously in arrears with your rent on the day on which the landlord gave you the possession notice, and
- b) are seriously in arrears with your rent on the day on which the court hears the possession claim.

Restrictions on making a possession claim under term 44 (serious rent arrears) (F+)

45. (1) Before making a possession claim on the ground in term 44, the landlord must give you a possession notice specifying that ground.

(2) The landlord may not make the claim —

- a) before the end of the period of 14 days starting with the day on which the landlord gives you the possession notice, or
- b) after the end of the period of six months starting with that day.

Court's Order for possession

Effect of order for possession (F+)

46. (1) If the court makes an order requiring you to give up possession of the dwelling on a date specified in the order, this contract ends:

- a) if you give up possession of the dwelling on or before that date, on that date,
- b) if you give up possession of the dwelling after that date but before the order for possession is executed, on the day on which you give up possession of the dwelling, or
- c) if you do not give up possession of the dwelling before the order for possession is executed, when the order for possession is executed.

(2) Paragraph (3) of this term applies if:

- a) it is a condition of the order that the landlord must offer a new contract in respect of the same dwelling to one or more joint contract-holders (but not all of them), and
- b) that joint contract-holder (or those joint contract-holders) continues to occupy the dwelling on and after the occupation date of the new contract.

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

Variation

Variation (F – except 47(1)(a) which is F+)

47. (1) This contract may not be varied except —

- a) by agreement between you and the landlord, or
- b) by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers.

(2) A variation of this contract (other than by or as a result of an enactment) must be in accordance with term 48.

Limitation on variation (F)

48. (1) The fundamental terms of this contract set out in paragraph (2) of this term, may not be varied (except by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers).

(2) The fundamental terms to which paragraph (1) of this term applies are —

- a) term 5 (requirement to use deposit scheme),
- b) term 6 (anti-social behaviour and other prohibited conduct),
- c) term 29 (joint contract-holder ceasing to be a party to the occupation contract),
- d) term 30 (permissible termination),
- e) term 33 (death of sole contract-holder),
- f) term 38 (possession claims),
- g) term 47(1)(b) and (2),
- h) this term, and
- i) term 54 (false statement inducing - landlord to make contract to be treated as breach of conduct).

(2) A variation of any other fundamental term (other than by or as a result of an enactment such as an Act of Senedd Cymru or an Act of Parliament or regulations made by the Welsh Ministers) is of no effect —

- a) unless as a result of the variation:
 - i) fundamental provision³³ which the term incorporates is incorporated without modification, or

32 “Convention rights” are rights held under the European Convention on Human Rights, which were incorporated into domestic law by the Human Right Act 1998 (c. 42).

- ii) the fundamental provision which the term incorporates is not incorporated or is incorporated with modification, the effect of this is that your position is improved;
- b) if the variation (regardless of whether it is within paragraph (3)(a) of this term) would render the fundamental term incompatible with a fundamental term set out in paragraph (2) of this term.

(3) A variation of a term of this contract is of no effect if it would render a term of this contract incompatible with a fundamental term (unless that fundamental term is also varied in accordance with this term in a way that would avoid the incompatibility).

(4) Paragraph (4) of this term does not apply to a variation made by or as a result of an enactment.

Written statements and the provision of information

Written statements (F+)

49. (1) The landlord must give you a written statement of this contract before the end of the period of 14 days starting with the occupation date.

(2) If there is a change in the identity of the contract-holder under this contract, the landlord must give the new contract-holder a written statement of this contract before the end of the period of 14 days starting with:

- a) the day on which the identity of the contract-holder changes, or
- b) if later, the day on which the landlord (or in the case of joint landlords, any one of them) becomes aware that the identity of the contract-holder has changed.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) or (2) of this term.

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

(5) The landlord may charge a reasonable fee for providing a further written statement.

(6) The landlord must give you the further written statement before the end of the period of 14 days starting with —

- a) the day of the request, or
- b) if the landlord charges a fee, the day on which you pay the fee.

Written statement of variation (F+)

50. (1) If this contract is varied the landlord must, before the end of the relevant period, give you:

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

(2) The relevant period is the period of 14 days starting with the day on which this contract is varied.

(3) The landlord may not charge a fee for providing a written statement under paragraph (1) of this term.

Provision of information by landlord about the landlord (F+)

51. (1) The landlord must, before the end of the period of 14 days starting with the occupation date, give you notice of an address to which you may send documents that are intended for the landlord.

(2) If there is a change in the identity of the landlord, the new landlord must, before the end of the period of 14 days starting with the day on which the new landlord becomes the landlord, give you notice of the change in identity and of an address to which you may send documents that are intended for the new landlord.

(3) If the address to which you may send documents that are intended for the landlord changes, the landlord must, before the end of the period of 14 days starting with the day on which the address changes, give you notice of the new address.

Compensation for breach of term 51 (F+)

52. (1) If the landlord fails to comply with an obligation under term 51, the landlord is liable to pay you compensation under section 87 of the Act.

(2) The compensation is payable in respect of the relevant date and every day after the relevant date until:

- a) the day on which the landlord gives the notice in question; or
- b) if earlier, the last day of the period of two months starting with the relevant date.

(3) Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to in paragraph (2)(b) of this term.

(4) The interest starts to run on the day referred to in paragraph (2)(b) of this term at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 at the end of that day.

(5) The relevant date is the first day of the period before the end of which the landlord was required to give the notice.

Inventory (S)

53. (1) The landlord MAY provide you with an inventory in relation to the dwelling no later than the date by which the landlord must provide you with the written statement of this contract in accordance with term 49.

33 Sections 18 and 19 of the Act explain that “fundamental provisions” are provisions of the Act which, when incorporated into an occupation contract (with or without modification) are known as “fundamental terms”.

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

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

(4) Where no comments are received by the landlord within 14 days OF IT BEING PROVIDED, the inventory is deemed accurate.

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

- a) amend the inventory in accordance with those comments and send the amended inventory to you, or
- b) inform you that the comments are not agreed, and re-send the original inventory to you, with the comments attached to a copy of the inventory, or
- c) amend the inventory in accordance with some of the comments and send the amended inventory to you, together with a record of the comments which have not been agreed.

Other matters

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

54. (1) If the landlord is induced to make this contract by means of a relevant false statement —

- a) you are to be treated as being in breach of this contract, and
- b) the landlord may accordingly make a possession claim on the ground in term 40 (breach of contract).

(2) A relevant false statement is one which if it is made knowingly or recklessly by —

- a) you, or
- b) another person acting at your instigation.

Forms of notices etc. (F+)

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

(2) Sections 236³⁴ 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 that Act.

Passing notices etc. to the landlord (S)

56. You must:

- a) keep safe any notices, orders or other documents delivered to the dwelling addressed to the landlord specifically or the owner, and
- b) as soon as is reasonably practicable, give the landlord the original copies of any such notices, orders or other documents to the landlord.

³⁴ Section 236 of the Act provides for the Welsh Ministers to prescribe the form of the notice or other document. Where the form of a notice or document has been prescribed, these will be available on the Welsh Government's website.

Additional Terms

The following additional terms have been discussed and agreed between the Contract Holder and the Landlord. If any terms are disputed by the Contract Holder, the Agent should be informed in writing before the Occupation Contract is signed. Once signed the Contract Holder will be deemed to have accepted all the terms included within this section of the Occupation Contract. All additional clauses must be agreed between the Landlord and the Contract Holder,

57. Costs payable by the Contract Holder (A)

- (1) To pay the television licence regardless of the ownership of the television set.
- (2) To pay any reasonable amount incurred by the Landlord when the Landlord is reasonably entitled to do anything or seek compensation to remedy any breach of this Occupation Contract by you; within seven days of written demand, unless alternatively the Landlord decides to deduct the amount from the Deposit at the end of the occupation contract.

58. The Condition of the Dwelling (A)

- (1) To take reasonable steps to keep the interior of the dwelling and the fixtures and fittings in the same decorative order and condition as at the start of the occupation contract, as noted in the Inventory and Schedule of Condition.
- (2) To pay to the Landlord the cost of any repairs of any mechanical and electrical appliances belonging to the Landlord arising from misuse or negligence by you, your family, or any visitors
- (3) To clean the inside and outside of the easily accessible windows regularly and at the end of the Tenancy as shown in the Inventory and Schedule of Condition.
- (4) To replace promptly all broken glass with the same quality glass where the breakage was due to the negligence of you, his family, or his visitors.
- (5) To replace all dead or broken electric light bulbs, fluorescent tubes, fuses and batteries.

59. Smoke Alarms and Carbon Monoxide Detectors (A)

- (1) To test all alarms at least once a month to ensure all smoke alarms and carbon monoxide detectors remain in good working order by replacing batteries where necessary.
- (2) To inform the Landlord promptly if any smoke or carbon monoxide alarm requires maintenance, replacement or repair.
- (3) You must not burn any solid fuel at the dwelling (unless allowed by local byelaws within that area) without the written permission of the landlord which should not be unreasonably withheld.

60. Condensation Blockages and Heating (A)

- (1) To take all reasonable precautions to prevent damage occurring to any pipes or other installation in the dwelling that may be caused by frost, provided the pipes and other installations were adequately insulated at the start of the occupation contract.
- (2) To take reasonable precautions to keep all gutters sewers drains sanitary apparatus water and waste pipes air vents and ducts free of obstruction.
- (3) To clear or pay for the clearance of any blockage or over-flow when any occur in any of the drains, gutters, down-pipes, sinks, toilets, or waste pipes, which serve the dwelling, if the blockage is caused by the negligence of, or the misuse by you, your family or any visitors.
- (4) To take all reasonable precautions to prevent infestation of the dwelling, including but not limited to vermin, fleas, insects and bee, wasp and hornet nests and provided the dwelling was not infected at the commencement of the period of occupation, and to pay for the eradication of any infestation caused by the negligence, action or lack of action of you, your family or any visitors and to contact the proper authorities with details.

61. Insurance (A)

- (1) Not to do or fail to do anything that leads to the policy on the dwelling, or the fixtures and fittings not covering any part of the losses covered by the policy, provided a copy of the policy has been given or shown to you at the start of the occupation period or within a reasonable time thereafter.
- (2) To inform the Landlord or his Agent (preferably in writing) of any loss or damage to the dwelling or the fixtures and fittings, promptly upon the damage coming to your attention.
- (3) You are advised that any insurance held by the Landlord will NOT cover your contents or personal possessions. It is your responsibility to insure these items.

62. Access for Viewings (A)

- (1) To allow the dwelling to be viewed by prior mutually acceptable appointment (which shall not be unreasonably withheld), at reasonable times, during normal working hours and at weekends, and upon you being given at least 24 hours' notice in writing, following a request by any person who is (or is acting on behalf of) the Landlord or the Agent and who is accompanying a prospective purchaser or contract holder of the dwelling.
- (2) To allow the Landlord or the Agent to erect a reasonable number of "for sale" or "to let" signs at the dwelling, during the last two months' of the Tenancy.

63. Condition of the Dwelling (A)

- (1) Not to alter, injure or affix anything to the walls of the Property, or hang any posters, pictures or other items in the dwelling using Blu Tack, Sellotape, picture hooks, nails, adhesive, or their equivalents.
- (2) Not to hang any washing outside the dwelling except in the properly designated areas without written consent.
- (3) Not to store furniture or possessions in the dwelling in excess of that reasonably required for your living requirements.
- (4) Not to sell or otherwise dispose of the Landlord's fixtures and fittings without the Landlord's prior written consent.
- (5) Not to throw or allow to be thrown anything whatsoever from the windows of the dwelling.
- (6) Not to smoke, vape or smoke e-cigarettes or permit any other resident in the dwelling or allow any guest or visitor to smoke tobacco, vape or smoke e cigarettes or any other substance in the dwelling or to burn or allow any other person to burn any candles, incense sticks (or similar) without the Landlord's prior written consent. If in breach of this clause, you will be liable for or to compensate the Landlord for the cleaning of the carpets to a professional standard and the cleaning of the curtains by whatever method is specified for the type of curtain material and the washing down of walls and redecoration if

necessary to rid the dwelling of the odour of nicotine, incense, or any other substance caused by you, any occupier whether authorised or not, or any visitor to the dwelling; and to restore the interior to the condition described in the Inventory and Schedule of Condition if damaged through unauthorised use of candles, incense sticks, (or similar) or smoking in the dwelling but allowing for fair wear and tear.(7) Not to barbecue in or on the dwelling including any balcony, roof terrace or garden if the dwelling is subject to a head lease; or if the dwelling is freehold to barbecue only in designated areas as agreed with the Landlord or the Agent;(8) To empty the septic tank regularly and at the end of the Occupation Contract if it has been emptied prior to the start of the period of the Occupation Contract and proof provided to you by the Landlord or the Agent if applicable;(9) To keep the oil or LPG tank filled during and at the end of the occupation contract and provide proof to the Landlord or the Agent it was filled at the commencement of the occupation period.(10) To compensate the Landlord for any call out charges if the oil or LPG tank runs dry and the oil or LPG system has to be bled to remove an air lock if applicable provided the reason is due to the negligence of you and that you had written instructions at the start of the occupation for use of the system.

64. Utilities and Council Tax (A)In addition to clause 22 above, you agree to the following conditions. If you have any queries or wish amendments this should be agreed with the Landlord or the Agent prior to signing the Occupation Contract.

(1) To apply for the accounts for the provision of those services and the council tax to be put into the name of you if not carried out by OVO (see below).(2) Not to tamper, interfere with, alter, or add to, the installations or meters relating to the supply of such services to the Property and not to install any water meter or pre-payment meter without the written consent of the Landlord or his Agent, which will not be unreasonably withheld.(3) To inform the Landlord, or the Agent, of the change of telephone number promptly when you are given the new number and provide the name, address and account number of the new supplier upon transfer.(4) To pay to the Landlord all costs incurred in the re-connection of any service (including any arrears of payment) following disconnection of any service if caused by your failure or by anything you have or have not done.(5) To pay all outstanding accounts with the utility service providers and the council tax during and at the end of the Tenancy.(6) To allow the Landlord or Agent to disclose your relevant details to a utility supplier comparison service for the purpose of changing utility providers.(7) To provide a forwarding address to the supplier of the water and sewage service at the end of the occupation contract so that any outstanding invoices may be settled. You agree that should you not do so (and the Landlord is unaware of your forwarding address) then you will remain liable for any cost incurred by the Landlord because you failed to notify the supplier accordingly.

65. Energy Supplier (A)

Disclosure of Tenant's details to OVO Energy, also trading as SSE.(1) At the start of the lease gas and electricity will be provided or will be in the process of being provided by OVO Gas Ltd, OVO(S) Gas Ltd and OVO Electricity Ltd ("OVO Energy") also trading as SSE. However, this will not prevent you from changing to a different energy provider if desired.(2) You agree that the letting agent may pass your name and contact details to OVO Energy (also trading as SSE) for the purposes of: (a) registering the gas and electricity meters at the dwelling in your name with OVO Energy, providing gas and electricity to you and administering your account with OVO Energy; (b) registering you with the relevant local authority for the payment of council tax; and (c) registering you with the incumbent water supplier to the dwelling. The water supplier may contact you in order to provide further information about its services and products and conclude an agreement with you for those services and products. (3) OVO Energy will use your name and contact details to fulfil your contract with OVO Energy and only for the purposes set out above. OVO Energy will comply with its obligations as a data controller in the Data Protection Act 1998, the General Data Protection Regulation (EU 2016/679) and any other data protection legislation which is enacted in the UK and will handle Tenant's data in the manner set out in OVO Energy's standard terms and conditions and/or privacy policy. OVO Energy will not share your details with any third party other than the relevant local authority and incumbent water supplier and will hold your details for the duration of the contract. From 25 May 2018, you are reminded of your rights under the General Data Protection Regulation to access, rectification, erasure, restriction of processing, and portability of their data. If you are dissatisfied with the manner in which OVO Energy handles your details, you may lodge a complaint with the Information Commissioner's Office. If you have any questions regarding the details or use of your data held by OVO Energy, you may contact OVO Energy at 1 Rivergate, Temple Quay, Bristol BS1 6ED or hello@ovoenergy.com.

66. Garden (if any) (A)(1) To keep the garden, window boxes and patios if any in the same good order, weeded and in the condition and style as at the commencement of the occupation contract.(2) To cut the grass regularly during the growing season.

(3) Not to lop, prune, remove or destroy any existing plants, trees or shrubs, unless it is required to keep the garden in good order without the written consent of the Landlord or the Agent which will not be unreasonably withheld. The Landlord is liable for pruning all shrubs hedges and trees.

(4) Not to alter the layout of the garden nor remove any garden furniture or ornaments.

(5) To provide water for plants, trees, shrubs and grassed area unless this is prohibited by the water provider. You shall not be liable for any plant dying, provided that it has been regularly watered according to its type.

(6) To allow any person authorised by the Landlord or the Agent if applicable access to the Property for the purpose of attending to the garden by prior mutually agreed appointment (which shall not be unreasonably withheld).

67. Cars and Parking (A)

(1) To park in the car parking space, garage or driveway allocated to the dwelling, if applicable; and to keep any garage, driveway, or parking space free of oil and to pay or compensate the Landlord for the removal and cleaning of any spillage caused by a vehicle of yours, your family, contractors or visitors.(2) To remove all vehicles belonging to you, your family or visitors at the end of the occupation period and not to park any vehicle at the dwelling that is not in road worthy condition and fully taxed.

68. Head Lease (if any) (A)(1) To comply with the obligations of the Head Lease as far as these relate to the occupier of the Property, provided a copy of the obligations is attached to or included within (in Schedule 5) this Agreement and to reimburse the Landlord for any costs caused by any breach of such obligations.

69. Energy Performance Certificates (A)(1) To confirm that you have been provided with a Certificate which satisfies the requirements of the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Order 2007 prior to the signing of this contract.

70. End of the Occupation Contract (A)

(1) To provide any alarm codes and return all keys, including any additional keys, remote controls, or security devices to the Landlord or the Agent at the end of the Tenancy (whether before or after the Term of this Agreement). (2) To remove all belongings, personal effects, foodstuffs or equipment of you from the dwelling at the end of the occupation period and to vacate within normal office hours or at a time agreed with the Landlord or the Agent. (3) To provide a forwarding address to the Landlord or the Agent by the last day of the occupation period. (4) To compensate the Landlord for all reasonable removal and/or storage charges when small items are left in the dwelling which can be easily moved and stored by the Landlord for a maximum of fourteen days and the Landlord has informed you in writing of the items remaining. The items will be disposed of after fourteen days if not collected at your expense. (5) To pay an amount equivalent to the daily Rent and other monies under the occupation contract when the dwelling is left full of bulky furniture, or a large amount of other bulky and heavy discarded items belonging to you; which may prevent the Landlord residing in, re-letting, selling or making any other use of the dwelling until the items are removed; or the Landlord or the Agent remove, store, or dispose of the items after giving you at least fourteen days written notice, addressed to you at the forwarding address provided by you. You will be liable for all reasonable costs of disposal; the costs of which may be deducted from any sale proceeds or the Deposit.

71. Occupation of the dwelling (A)

(1) You must occupy the dwelling as your only or principal home during the term of the contract.
(2) Where there are joint contract holders at least one of you must occupy the dwelling as your only or principal home during the term of the contract.

72. Any other matters(if any) (A)

ANNEX

See term 42

ESTATE MANAGEMENT GROUNDS³⁵

REDEVELOPMENT GROUNDS

Ground A (building works)

1. The landlord intends, within a reasonable time of obtaining possession of the dwelling—
a) to demolish or reconstruct the building or part of the building comprising the dwelling, or
b) to carry out work on that building or on land treated as part of the dwelling and cannot reasonably do so without obtaining possession of the dwelling.

Ground B (redevelopment schemes)

2. (1) This ground arises if the dwelling satisfies the first condition or the second condition.
(2) The first condition is that the dwelling is in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of this Schedule, and the landlord intends within a reasonable time of obtaining possession to dispose of the dwelling in accordance with the scheme.
(3) The second condition is that part of the dwelling is in such an area and the landlord intends within a reasonable time of obtaining possession to dispose of that part in accordance with the scheme, and for that purpose reasonably requires possession of the dwelling.

SPECIAL ACCOMMODATION GROUNDS

Ground C (charities)

3. (1) The landlord is a charity and the contract-holder's continued occupation of the dwelling would conflict with the objects of the charity.
(2) But this ground is not available to the landlord ("L") unless, at the time the contract was made and at all times after that, the person in the position of landlord (whether L or another person) has been a charity.
(3) In this paragraph "charity" has the same meaning as in the Charities Act 2011 (c. 25) (see section 1 of that Act).

Ground D (dwelling suitable for disabled people)

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

³⁵ This Annex replicates the provisions in Part 1 of Schedule 8 to the Act with such amendments as appropriate in relation to a periodic standard occupation contract.

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

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

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

- a) either there is no longer such a person living in the dwelling or a local housing authority has offered the contract-holder a right to occupy another dwelling under a secure contract, and
- b) the landlord requires the dwelling for occupation by such a person (whether alone or with members of that person's family).

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

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

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

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

UNDER-OCCUPATION GROUNDS

Ground G (reserve successors)

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

Ground H (joint contract-holders)

8. (1) This ground arises if the first condition and the second condition are met.

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

- a) section 111, 130 or 138 (withdrawal), or
- b) section 225, 227 or 230 (exclusion).

(3) The second condition is that—

- a) the accommodation comprised in the dwelling is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
- b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.

OTHER ESTATE MANAGEMENT REASONS

Ground I (other estate management reasons)

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

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

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

Prescribed Information for an Occupation Contract Tenancy Deposit Scheme

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Ltd
West Wing, First Floor
Maylands Building
200 Maylands Avenue
Hemel Hempstead
HP2 7TG

Tel: 0300 037 1000
Web: www.tenancydepositscheme.com
E-mail: deposits@tenancydepositscheme.com

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or the tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tenancydepositscheme.com

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: www.tenancydepositscheme.com

DETAILS OF DEPOSIT	
THE DEPOSIT	The amount of the deposit paid is £..... ()
Address of the property to which the tenancy relates	
NAME OF LETTING AGENT	Peter Alan
Deposit Holder	Cumbria House, 16-20 Hockliffe Street, LEIGHTON BUZZARD, Bedfordshire, LU7 1GN, England
DETAILS OF THE LANDLORD(S)	
Name(s):	
Address:	

DETAILS OF THE TENANT(S)		
Name(s):		
TENANT 1	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:		
Address:		
Email:		
Tel number(s):		
TENANT 2	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:		
Address:		
Email:		
Tel number(s):		
TENANT 3	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:		
Address:		
Email:		
Tel number(s):		
TENANT 4	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:		
Address:		
Email:		
Tel number(s):		
TENANT 5	CURRENT DETAILS	CONTACT DETAILS TO BE USED AT THE END OF THE TENANCY (e.g. parents, relative, etc.)
Name:		
Address:		
Email:		
Tel number(s):		

RELEVANT PERSON / DEPOSIT PROVIDER (i.e. anyone who has arranged to pay the deposit on the tenant's behalf e.g. local authority, employer, parent, guarantor, insurer, etc.):

DEPOSIT PROVIDER No 1 DETAILS		DEPOSIT PROVIDER No 2 DETAILS	
Name:		Name:	
Address:		Address:	
Email:		Email:	
Tel number(s):		Tel number(s):	

DEPOSIT PROVIDER No 3 DETAILS		DEPOSIT PROVIDER No 4 DETAILS	
Name:		Name:	
Address:		Address:	
Email:		Email:	
Tel number(s):		Tel number(s):	

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy are set out in the agreement. No deduction can be paid from the deposit until the parties to the agreement have agreed the deduction, or an award has been made by Tenancy Deposit Scheme or by the court.

CONFIRMATION

The landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by all persons named as Landlord:

Signed: L1SF	Name: L1TR	Date:
Signed: L2SF	Name: L2TR	Date:
Signed: L3SF	Name: L3TR	Date:
Signed:	Name: L4TR	Date:

The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by all persons named as Tenant:

Signed:	Date:
Signed:	Date:
Signed:	Date:
Signed:	Date:
Signed:	Date:

Responsibility for serving complete and correct Prescribed Information on each tenant and relevant person is the responsibility of the member and the landlord. The Dispute Service Limited does not accept any liability for a member's or landlord's failure to comply with The Housing Act 2004 and/or The Housing (Tenancy Deposits) (Prescribed Information) Order 2007.

DRAFT

Your TDS guide to:



What is the Tenancy Deposit Scheme?

An advisory leaflet for landlords and tenants

TDS Scheme Leaflet 6th Edition, Revised April 2018
Revised 2018 © TDS

There is a print-friendly version of this leaflet on our website.



This leaflet
deals with the
Insured scheme
only. There
is a separate
leaflet for TDS
Custodial.

Contents

What is TDS?	04
What is tenancy deposit protection?	04
What does tenancy deposit protection mean?	05
What are the legal requirements?	06
What if the landlord or agent does not comply?	07
Is my deposit protected?	08
What happens to the deposit after the landlord or agent receives it?	09
What happens at the end of the tenancy?	09
If there is a dispute, what happens to the deposit?	10
How are disputes resolved?	11
What if the landlord or tenant can't be contacted at the end of the tenancy?	12
Is adjudication better than going to court?	13
What can TDS deal with?	14
How much does it cost?	14
Who can join the Tenancy Deposit Scheme?	14
Our guarantee of impartiality	15
Data protection	16

What is TDS?

The Dispute Service Ltd operates two tenancy deposit protection schemes, authorised by the government: Insured and Custodial. This leaflet deals with the Insured scheme only. There is a separate leaflet for TDS Custodial.

TDS has two main roles:

- To protect deposits;
- To help resolve disputes about deposits.

What is tenancy deposit protection?

Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007.

Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university or college rents the accommodation to its students.



What does tenancy deposit protection mean?

- Protecting a tenant's deposit with a government-authorized scheme such as TDS.
- Providing the tenant with prescribed information about where their deposit is being protected and how it will be managed.

Tenancy deposit protection schemes can be one of two kinds:



Custodial - this is where the scheme itself holds the deposit during the tenancy.



Insurance backed - this is where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that the tenants will always get the money back to which they are entitled.

Each tenancy deposit scheme has its own rules setting out in detail how it operates.

The TDS Rules are available from the TDS website and on request.

06

What are the legal requirements?

These are contained in sections 212 to 215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations.



The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme within 30 days of receiving the deposit.

To protect a deposit with TDS, the landlord or agent needs to:-

- belong to the scheme;
- register the deposit on the TDS tenancy database;
- pay a membership subscription or deposit protection charge.

A TDS Member (landlord or agent) must also give the tenant 'prescribed information'. The information is set out in the Housing (Tenancy Deposits) (Prescribed Information) Order 2007. It must also be given to anyone who paid the deposit on the tenant's behalf.

The prescribed information includes:

- the contact details of the landlord and tenant
- the rented property's address
- the deposit amount
- this leaflet.

The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used.

- Tenants must be given the opportunity to:
 - check any document the landlord provides containing prescribed information, and
 - sign it to confirm the information is accurate.

06

tenancy deposit rules
There is a separate
leaflet for TDS
Custodial.

What if the landlord or agent does not comply?

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit.

If they don't do so, then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value.

A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord

can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended.

A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value.

TDS cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

Is my deposit protected?



Tenants can check if their deposit is registered with TDS by visiting www.tenancydepositcentre.com

If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started.

If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection.

If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS Customer contact centre.

If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.



17



Member of the Peter Alan Group
Peter Alan is a registered
Member of TDS
Centres

08

DRAFT

What happens to the deposit after the landlord or agent receives it?

The landlord or the agent will hold the deposit during the tenancy. The tenancy agreement should state who receives any interest it makes.

What happens to the deposit at the end of the tenancy?



If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

Who raises a dispute if there is no agreement about the deposit return?

If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, the Housing Act 2004 allows the tenant to ask TDS to resolve the dispute.

009

If there is a dispute, what happens to the deposit?

The landlord or agent can take a payment from the deposit if:

- both landlord and tenant have agreed; or
- the court has ordered the deposit to be paid; or
- TDS directs to send the money to TDS.



Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute.

If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers.

The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.



010

**Interest at 0% only
There is a separate
sheet for TDS
Complaints**

How are disputes resolved?¹

The tenant will ask TDS to resolve the dispute by going online at www.lettingdepositclaims.com and completing a Dispute Application Form giving details of the dispute.

The deposit holder must then send the disputed amount to TDS. TDS will copy the dispute details to the agent or landlord who is to respond to the dispute and give them 10 working days to do so. The agent or landlord will need to confirm that they want TDS to resolve the dispute, and send in their evidence. After this the tenant will also be given 10 working days to respond to the agent/landlord's evidence, and send in any evidence that they also want the adjudicator to consider.

If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute and receiving the evidence they wish to be considered. If landlords and agents do not reply, they are treated as consenting to TDS resolving the dispute. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for receipt of evidence.

Within a further 10 days or less of the adjudicator's decision, TDS will pay the amount due to each party.

The adjudicator's decision will be based on the evidence sent to TDS – there will be no hearing or visit to the property.

The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

Further details are set out in The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes at www.lettingdepositclaims.com

¹ If a Letting Agent or Landlord is using TDS DIRECT, only the tenant can make a dispute. Agents and landlords cannot make a dispute if they are using TDS DIRECT. TDS may at its discretion allow an agent or landlord to make a dispute, when the tenant agreed to evidence as part of that agent or landlord's membership of the scheme. Where this is the case, the adjudicator will need to find evidence of the tenant's consent to using TDS as a Dispute Application Form giving details of the dispute. After the tenant will be given 10 working days to respond to the agent/landlord's evidence, confirm that they want TDS to resolve the dispute, and send in any evidence that they also want the adjudicator to consider.

What if the landlord or tenant can't be contacted at the end of the tenancy?

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following:

- 1 assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do;
- 2 split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account';
- 3 make a formal record of all actions taken, supported by appropriate documentation.

After enough time (usually at least six years) has passed from the last contact from the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner.

If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

DRAFT

Is adjudication better than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs.

Going to court takes time and can be expensive and stressful.

If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit. However if a tenant or landlord does not take their dispute to the County Court within 6 months of refusing consent for TDS to resolve the dispute, TDS may at its discretion return the disputed deposit it is holding to the other party who did not refuse consent.

TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement.

Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims.

Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.



13

What can TDS deal with?

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court.

TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court.

How much does it cost?

TDS is funded by the members who subscribe and deposit protection charges that letting agents and landlords pay.

All these fees are on the TDS website. TDS makes no charge to tenants for protecting their deposit. There is no charge to landlords, tenants or agents for having a deposit resolved.

TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the causes of disputes and how to avoid them.

Who can join the Tenancy Deposit Scheme?

The Tenancy Deposit Scheme is open to landlords and letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS Rules – to TDS before it decides whether they can be accepted as a member, and what their subscription will be.

14

Important scheme only
There is a separate
leaflet for TDS
Guarantee.

DRAFT

Our guarantee of impartiality

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes.

The scheme's Director of Dispute Resolution is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods.

Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

TDS publishes breakdowns of awards in its Annual Reports. These give an overview of how awards are split between tenants, landlords and agents. You can see the adjudicators' decision-making guidelines and some example case studies at www.letancydepositscheme.com



15

Data protection

TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes.

From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.



16

*Intended solely for use by TDS
This is a separate
document for TDS
Council.*

DRAFT



DRAFT

Tenants' Confirmation of receipt of documents

Contract relating to

Contract Start date

We Test Tenant the tenants of the above property hereby confirm we have received the following:

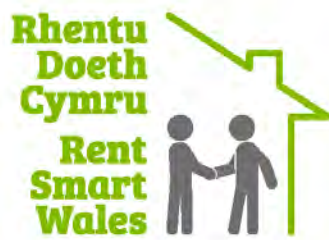
- Gas Safety Record (where applicable)
- Electrical Installation Condition Report (EICR)/ Electrical Installation Certificate (EIC)
- Energy Performance Certificate for the property (listed buildings exempt)
- RSW 'A Home In The Private Rented Sector: A Guide For Tenants In Wales'
- TDS Deposit Protection Prescribed Information
- TDS "What is the Tenancy Deposit Scheme?" document

Smoke and Carbon Monoxide Alarms

We note that these alarms have been checked at the start of the tenancy, and acknowledge that we are advised to test these on the day we have moved in so that we can note their locations, and understand how we should check them as per our contract obligations.

Should these be found to be faulty please advise your landlord/agent immediately.

Signature	T1SR
Signature	T2SR
Signature	T3SR
Signature	
Signature	



Llywodraeth Cymru
Welsh Government

www.gov.wales

A Home in the Private Rented Sector: a Guide for Tenants in Wales

Contents

Who is this guide for?	2
Before you start	3
Renting from a landlord or letting agent	4
Looking for your new home	6
Living in your rented home	8
At the end of the rental period	10
If things go wrong	12
Glossary	14

DRAFT

Who is this guide for?

1. This guide is important for anyone who is looking for a house or flat to rent, including students. Most of the contents also apply if you rent a room in a shared property but in certain cases, for example living in a house in multiple occupation, your rights and responsibilities will be different.
2. The guide does not cover lodgers or people with licences nor tenants where the property is not their main or only home.
3. If you rent a property, it's good to know the questions you should ask of your landlord and your rights and responsibilities as a tenant. This guide does just that. It will help you to create a positive relationship with your landlord, but will also explain what to do and how to get advice and help if things go wrong.
4. Sometimes when you rent a home, people expect you to make a quick decision, or to sign documents before you have had a chance to think about them. Don't be rushed. Take a little time to read this guide and keep a copy to hand. It could help you to protect yourself from any problems that could occur.

Before you start

5. **What will renting a property cost you?** Think carefully about how much rent you can afford to pay. About 35% of your take-home pay is the most that many people can afford, but this also depends on your other outgoings (for example, whether you have dependent children). Advice on affordability is available from Shelter Cymru, Welsh Tenants and Citizens Advice Cymru.
6. If you are on housing benefit or local housing allowance, you will need to check the rents in the area in which you want to live are affordable based on the amount of benefit you will receive. Further information can be found here: <http://gov.wales/topics/housing-and-regeneration/welfare-reform/rentofficers/publications/local-housing-allowance-2015/?lang=en>. If the rent for the property you want is more than your benefit entitlement, you should carefully consider whether you will be able to manage such additional rent payments. After you sign a tenancy agreement, you will be expected to find the money.
7. **How to find accommodation to rent:** Decide on the area in which you wish to live. There are many ways of finding a suitable property. You could use a letting agent, contact your local authority housing options service, or look at advertisements in local newspapers or on the internet. The larger the area you are prepared to consider looking in, the better the chance of finding the right home. It is also worth shopping around and comparing fees and charges and asking views from former tenants, if possible, when considering prospective landlords or letting agents.
8. **Have the required documents ready.** Landlords and agents will wish to confirm your identity, and possibly your employment, immigration status and credit history. They may also require references. Some landlords might ask someone to guarantee your rent. If you don't have a guarantor, ask your Local Authority, Shelter Cymru or Local Citizens Advice Bureau for advice.

Renting from a landlord or letting agent

Direct from a landlord

9. By law, all landlords in Wales must register with Rent Smart Wales, and if they manage their own properties they must also have a licence from Rent Smart Wales. The registration and licensing scheme has been introduced by the Welsh Government to help ensure good standards of management for private rented properties. You should ask the landlord if they are licenced when viewing a property. You can verify if the landlord is licensed, or the property you wish to rent is listed and the landlord is registered, via an on-line check on the website: www.rentsmart.gov.wales

Through a letting agent

10. Ask about the fees and costs you will be asked to pay and when you need to pay them. By law, a breakdown of all fees and costs should be provided in a property advert, in the agent's office or on their website, if they have one.
11. Ask if your agent is a member of an independent complaints scheme. Do they offer client money protection? Ask whether the agent is a member of a recognised industry agent organisation such as the National Approved Lettings Scheme (NALS), the Association of Registered Letting Agents (ARLA), the Royal Institute Chartered Surveyors (RICS) or the United Kingdom Association of Letting Agents (UKALA). This will ensure that (and clarify whether) the agent is part of a Client Money Protection (CMP) scheme which will offer financial protection should anything untoward happen to your money. Also look out for the SAFEAGENT logo <http://safeagents.co.uk/>

Ask whether the agent is a member of a redress scheme which can provide independent adjudication on any complaint you might have.



12. Ask if your agent is licensed with Rent Smart Wales. This is required by law in order to operate their business. Look for the Rent Smart Wales logo. It should be clearly visible to you at the agent's premises and on their website.



Above all, be clear about what you will be asked to pay and who you are handing money over to and why.

DRAFT

Looking for your new home

Questions to ask

13. *Deposit protection.* You may be asked to pay a deposit to your landlord at the start of a tenancy as security for any rent arrears or damage to the property. This should be returned at the end of the tenancy if the accommodation has been left in good condition and there are no arrears. If the landlord asks for a deposit, check that it will be protected in a Government approved scheme. Some schemes will hold the money and some will insure it. This information is something you need to know. You may be able to access a bond or guarantee scheme through your Local Authority which will help you put the deposit together.
14. *How long is the tenancy for?* Landlords will usually ask you to sign for an initial fixed term period of 6 or 12 months. If you want more security, you can ask for a longer fixed term (for example, 3 years) however, this may come with additional responsibilities for the duration of the period. Many landlords are happy to offer longer tenancies. Ask what happens if you wish to stay after the fixed term period is up; will they require you to sign for another fixed term or will the tenancy just move into a periodic tenancy, for example running from month to month. Ask whether this will involve additional costs. Remember, periodic tenancies can be ended much more easily by you but also by the landlord.
15. *Children, smoking and pets.* Check if there are any rules about them, as well as other things such as keeping a bike, refuse collection and recycling.
16. *Check who is responsible for paying bills such as electricity, gas, water and council tax.* Will it be you or the landlord? Usually the tenant pays for these but you need to find out.
17. *Fixtures and fittings.* Check that you are happy with them, as it is unlikely you will be able to get them changed once you have moved in and signed your tenancy agreement.
18. *Smoke alarms and carbon monoxide detectors.* Check that these have been provided. If not, ask if they can be installed, or consider installing battery powered detectors yourself. They could save your life.
19. *If the building becomes unfit to live in.* Check that the tenancy agreement excuses you from paying rent should the building become unfit to live in, for example, because of a fire or flood.
20. *Ask whether the property is mortgaged.* Landlords should let you know about this upfront, because you may be asked to leave the property if the landlord does not pay their mortgage payments.
21. *If you are disabled,* you may also wish to ask the landlord if they are prepared to make reasonable adaptations or allow you to pursue funding to do so.

When you've found a place

22. *Make sure you have a written tenancy agreement.* Read it carefully to understand your rights and responsibilities before you sign the agreement. The landlord or agent usually provides one but you can ask to use a different version. Guidance is available here: <https://www.gov.uk/private-renting-tenancy-agreements>
23. *When you enter an assured shorthold tenancy* (the most common type), you are entering into a contractual arrangement. This will give you some important rights but also some responsibilities which you will need to adhere to.

If you have any concerns about the tenancy agreement, seek advice before you sign.

24. *Agree an inventory (or check-in report)* with your landlord. As an extra safeguard, it is a good idea to take photos. This will make it easier if there is a dispute about the deposit at the end of the tenancy. If you are happy with the inventory, sign it and keep a copy. You may also wish to consider making a list of items that you have noticed that need repairing prior to moving in or, during a reasonable time after taking up the tenancy.
25. *Remember to take meter readings* when you move in. This will help make sure that you don't pay for the previous tenant's or landlord's bills if they owe money for gas or electricity.
26. *Contact details.* Make sure that you have the correct details for the landlord or agent, including a telephone number you can use in case of an emergency. You should find out who to tell if any repairs are needed and the process for reporting them.
27. *Code of practice.* Check that whoever is managing the property is licensed and is following the Code of Practice issued by Rent Smart Wales. You can read the Code on the internet if you feel you need to, at www.rentsmart.gov.wales

Your landlord must provide you with:

28. *A gas safety certificate.* The landlord must provide one each year if there are gas appliances in the property.
29. *Deposit paperwork.* If you have provided a deposit, the landlord must protect it in a Government approved scheme. By law, you must be given clear information within 30 days of paying it about how the deposit is being held, including where, and details on how to get your money back at the end of the tenancy. Keep this information safe as you may need to refer to it later.
30. *Energy performance certificate.* This may affect your energy bills and the landlord must provide one before you move in (except in Houses in Multiple Occupation and a few other types of properties, like listed buildings).

Your landlord should also provide you with:

31. A record of any *electrical inspections*. All appliances must be safe and checks every 5 years are recommended.

Living in your rented home

You must . . .

32. *Pay the rent on time.* If you don't, you could lose your home because you have broken your tenancy agreement. If you have problems in paying your rent, get some advice. It is advisable to set up a direct debit for rental payments with the landlord or agent rather than rely on cash collections. It is worth getting contents insurance to cover your possessions too, because the landlord's insurance usually won't cover your things, but you can ask whether it does. Your Local Authority, Citizen's Advice Cymru or Shelter Cymru (or NUS Wales, if you're a student) can provide further advice.
33. *Look after the property.* Get your landlord's permission before attempting repairs or decorating. Don't forget to maintain gardens if applicable and to use recycling and refuse facilities.
34. *Be considerate to your neighbours.* You could be evicted for anti-social behaviour, such as playing excessively loud music, which causes a nuisance, or by breaking the law in other ways by what you do at the property. Do not allow your visitors to engage in anti-social behaviour either. Above all, be responsible. It helps to prevent problems in renting your home.
35. *Not take in a lodger or sub-let* without checking whether you need permission from your landlord.

You should also . . .

36. *Make sure you know how to operate* the boiler and other appliances and know where the stop cock, fuse box and any meters are located.
37. *Test your smoke alarms and carbon monoxide detector* at least once a month.
38. *Report any need for repairs or maintenance* to your landlord or agent. You might consider keeping a record of all contact with your landlord or letting agent about repairs and who you spoke to. There could be a risk to your deposit if a minor repair turns into a major problem because you didn't report it.

Your landlord must . . .

39. *Maintain the structure* and exterior of the property.
40. *Deal with any problems* with the water / sewerage, electricity and gas supplies.
41. *Maintain* in good working order any appliances and furniture they have supplied. Including portable appliance testing of electrical items such as fridges or cookers which are fixtures of the property.
42. *Carry out the repairs* landlords are responsible for. If something is not working, report it to the landlord (or their agent) as soon as you can.

- 43. *Arrange an annual gas safety check* by a qualified gas safety engineer (where there are any gas appliances).
- 44. Give at least 24 hours' notice of visits when they need access to your home, for example for repairs. Your landlord or letting agent cannot walk in to your home whenever or as frequently as they like.
- 45. Be registered with Rent Smart Wales and have a personal and property licence if necessary.

The landlord should also. . .

- 46. Insure the building to cover the cost of any damage from flood or fire.

DRAFT

At the end of the rental period

If you want to stay

If you wish to extend your tenancy, there are a number of important issues to consider.

- 47. *Do you want to sign up to a new fixed term?* There may be costs associated with this, particularly if you rent through an agent. These should have been notified to you at the start of your tenancy. If not, you will be on a 'rolling periodic tenancy'. This means that you can carry on as before but with no fixed term. You can usually leave after giving one months' notice. Or your landlord can end the contract at two months' notice.
- 48. *Your landlord may want to increase your rent.* Your landlord can increase your rent by agreement or as set out in your tenancy agreement, or by following a procedure set out in law.

If you or the landlord want to end the tenancy

There are things that both landlords and tenants must do at the end of a tenancy:

- 49. *Giving notice.* By law, landlords and agents must give you proper written notice if they want you to leave. Normally, any fixed period of the tenancy must be allowed to expire, and they must have given at least two months' notice. Your tenancy agreement should say how much notice you must give to the landlord or agent if you want to leave the property – one months' notice is typical. Breaches of tenancy can allow the landlord to end your tenancy early, possession can then only be granted through the courts and this can involve costs. If the landlord issues notice then you should contact your Local Authority, Shelter Cymru, Welsh Tenants or Citizens Advice Cymru.
- 50. *Return of your deposit.* You should know who and how an inspection is to be undertaken when ending the tenancy. Try to be present when the property is inspected. By doing this, you will be able to check whether any of the tenancy deposit should be deducted to cover damage or cleaning costs (a 'check out inventory'). Pictures taken when you take up the rental can be helpful in resolving any disputes about deductions. If you do not agree with proposed deductions, contact the deposit protection scheme in which your deposit is protected. It is also useful to take meter readings when you hand keys over. If dealing with a landlord or an agent, it is useful to agree who will provide you with a reference.
- 51. *Rent.* Make sure your rent payments are up to date. Do not keep back rent because you think it will be taken out of the deposit.
- 52. *Bills.* Do not leave bills unpaid. This might have an impact on the reference your landlord or agent is prepared to provide for you to rent another property. It could also affect your credit rating.

- 53. Leave the property in a clean and tidy state.** Remove all your possessions, clean the house, return all keys and give a forwarding address. If appropriate, pay attention to the garden as well as the interior of the property. Check you haven't left anything behind. The landlord is entitled to dispose of any possessions left in the property, typically after 14 days.

DRAFT

If things go wrong

There are often legal protections in place for the most common problems that you might experience during a tenancy. The following organisations will be able to help:

54. *If you are having financial problems*, or are falling into rent arrears, speak to your landlord or agent as they are likely to be more sympathetic if you talk to them early on about any difficulties. If you are having problems with your agent and they are part of a redress scheme they will have a written customer complaints procedure which you can use to seek resolution of any issue. If you are not satisfied with the outcome of the in-house procedure you can refer the matter to the redress scheme for adjudication. If you need further advice, contact your Local Authority housing options team, Citizens Advice Cymru, Shelter Cymru or other support agency as soon as possible.
55. *If the property is in an unsafe condition* and your landlord won't repair it, contact your Local Authority environmental health or trading standards department. They have powers to make landlords deal with serious health and safety hazards.
56. *Unannounced visits and/or harassment* from your landlord, contact your Local Authority, or in serious cases contact the police on 101. If you think you are under immediate threat dial 999.
57. *If you are being forced out illegally, contact the police.* If your landlord wants you to leave the property, they must notify you in writing, **with the right amount of notice** – you can only be legally removed from the property if the landlord gets a court order.
58. *Concerned about finding another place to live?* Contact the Housing Department of your Local Authority. Shelter Cymru can also offer advice and support.
59. Depending on your circumstances your Local Authority may have a legal duty to help you find alternative accommodation and, even if not, will be able to give you advice on how to remain in the tenancy if you wish to do so. In most cases, the Local Authority should not wait until you are evicted before taking action to help you. You are legally defined as threatened with homelessness if it is likely you will be homeless in the next 56 days.

Further advice and guidance

60. *Advice and guidance* is available from the following organisations:

- Local Authorities;
- Shelter Cymru;
- Citizens Advice Cymru; and
- Tenantiaid Cymru / Welsh Tenants

Agent organisations:

- NALS www.nalscheme.co.uk
- ARLA www.arla.co.uk
- RICS www.rics.org
- UKALA www.ukala.org.uk

If you are a student:

- National Union of Students Wales; and/or
- your University Accommodation Office.

FORM RHW2

NOTICE OF LANDLORD'S ADDRESS

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

Part A: Landlord	Part B: Contract-Holder(s)
Name: Address:	Name(s):

Part C: Dwelling
Address:

Part D: Notice of Landlord's Address
Address: This is the address to which you, the contract-holder(s), may send documents that are intended for the landlord.

Part E: Signature
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Signed by, or on behalf of, the landlord: <div style="border: 1px solid black; width: 100px; height: 30px; margin-top: 10px;"></div> </div> <div style="width: 45%;"> Date: <div style="border: 1px solid black; width: 100px; height: 30px; margin-top: 10px;"></div> </div> </div>

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING IT. SIGN IT ONLY IF YOU WANT TO BE LEGALLY BOUND.

THIS GUARANTEE AND INDEMNITY AGREEMENT is made the

BETWEEN

1. **((SFT07/1))** of **((SFT07/2))** ("the Guarantor")
and
2. **<<Owner Group Title>>** of **<<Owner Service of Notice Address Line>>** ("the Landlord")

IN CONSIDERATION of the Landlord having agreed at the Guarantor's request to accept **<<Tenancy Occupiers Full Names>>** ("the Tenant") as the tenant of the premises known as **<<Property Address Line>>** ("the Premises") upon the terms of an agreement of even date ("the Tenancy Agreement") at a rent of £**<<Tenancy Rental Amount>>** (**<<Tenancy Rental Amount In Words>>**) payable by equal monthly instalments in advance on the **<<Tenancy Due Day>>** day of each calendar month. Commencing the **<<Tenancy Occupied Date Full>>** the Guarantor guarantees the payment by the Tenant to the Landlord of the rent and the performance and observance by the Tenant of the terms of the Tenancy Agreement relating to the payment of rent and the terms and conditions of the Tenancy Agreement upon the following conditions:

1. GUARANTEE AND INDEMNITY

The Guarantor shall and does compensate and indemnify the Landlord against loss and damage arising including from rent, rent arrears, damage and dilapidations arising under the Tenancy Agreement. Notwithstanding the joint and several liability of the Tenant the Guarantor's liability under the terms of this agreement shall be limited to the default in rent of **((SFT07/3))** and if **((SFT07/3))** defaults in the payment of the rent and to the amount of loss and damage to the Premises by reason of damage and dilapidations, the Guarantor will pay such rent up to a maximum **((SFT07/4))** **((SFT07/5))** per calendar month, to the Landlord forthwith upon receipt of the Landlord's written demand and the Guarantor will pay other such loss and damage by reason of damage and dilapidations to the Premises to the Landlord forthwith upon receipt of the Landlord's written demand.

The Guarantor will pay any costs of the Landlord in enforcing this Guarantee and the obligations of the Tenancy Agreement whether or not court proceedings are taken.

2. DURATION OF GUARANTEE AND INDEMNITY

This Guarantee and Indemnity shall continue from the date hereof and for the entire term of the Tenancy Agreement and for any new term which is, or may be deemed, a renewal, extension or continuation thereof whether or not it is a fixed term or periodic term, and shall include any subsequent increases in rental throughout this period and further shall any licence, consent or other variation to the tenancy and this Guarantee and Indemnity Agreement shall apply to acts omissions and default of the Tenant in respect of the Tenant's obligations and liabilities under the Tenancy Agreement. This Guarantee and Indemnity Agreement shall not be revocable by the Guarantor nor shall it be discharged by the death or notice thereof of any partner in the Guarantor or by the death or insolvency of the Tenant or, if the Tenant is a partnership, by any change in the constitution of the Tenant or, by the rights and obligations of the Landlord being transferred to another company due to an amalgamation, merger or re-construction.

The Guarantor shall not be discharged or released by the Landlord giving time to the Tenant

in which to meet his obligations under the Tenancy Agreement nor shall the Guarantor be discharged or released by delays, leniencies, neglects or any other actions or inactions on the part of the Landlord.

The Guarantor shall not be discharged or released by the Landlord in the event of the grant of a licence, consent or other variation to the Tenancy Agreement (or to any tenancy terms or terms relating to the applicable property or occupation thereof) whether or not any such licence, consent or other variation is within the Guarantor's knowledge.

Where any party comprises more than one person the obligations and liabilities of that party under this agreement shall be joint and several obligations and liabilities of those persons.

3. WHEN GUARANTEE IS TO CEASE

If the Tenancy Agreement is terminated by agreement the Guarantor shall not incur any further liability hereunder after the date of the said [assignment or] termination but any liability of the Guarantor to pay any sums accrued at the date of such termination shall remain unaffected.

4. NOTICES AND MISCELLANEOUS

Any notice or demand to be given under this Agreement shall be given by either party sending the same in a pre-paid envelope by recorded delivery or ordinary first class post or by facsimile transmission to the other party at the other party's address given above or last known address or, in case of facsimile transmission, to that other party's facsimile number which such party may have notified to the party giving notice. Any such notice or demand shall be deemed served within 48 hours of posting or, in the case of facsimile transmission, at the time of despatch, provided, in each case that the time deemed service shall be a Business Day. A Business Day shall, for purposes of this Agreement, mean 9am-5pm on any day other than a Saturday, a Sunday or a Bank Holiday in England & Wales. Any notice or demand which arrives on any day other than a Business Day shall be deemed to be served on the next Business Day.

The Guarantor acknowledges that he has been informed of his rights to take independent legal advice prior to signing this Agreement.

The Guarantor acknowledges that he has not been advised by Sequence (UK) Ltd. and the Guarantor alternatively and in addition acknowledges that he has not placed any reliance on Sequence (UK) Ltd. in any way whatsoever.

The Guarantor will notify the Landlord of any change of his address.

THIS GUARANTEE AND INDEMNITY AGREEMENT IS SIGNED ON THE DAY AND YEAR FIRST ABOVE WRITTEN

Signed by