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**WRITTEN STATEMENT OF A STANDARD
OCCUPATION CONTRACT**

DATED: 1st DECEMBER 2022

BETWEEN: LANDORD (NAME)

AND

CONTRACT HOLDER (NAME)

PART 1

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 consideration) and the rental period (i.e. the period in respect of which the rent is payable (e.g. weekly or monthly)).

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 Act. 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.

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 periodic standard contract, which means that it continues from one rental period to the next (typically from month to month or week to week). It also means that you cannot be evicted without a court order, unless you abandon the dwelling.

Before a court makes such an order the landlord must demonstrate that the correct procedures have been followed and that at least one of the following is satisfied —

- you were given at least six months' notice (under term 55 of this contract) that you must give up possession and that the notice was not issued in the first six months following the occupation date and no other restrictions on the giving of a notice applied, including the restrictions set out in sections 75 and 98 of the Housing Act 2004 and section 44 of the Housing (Wales) Act 2014,
- you have broken one or more terms of this contract (which includes any arrears of rent, engaging in anti-social behaviour or other prohibited conduct, and failing to take proper care of the dwelling) and it is reasonable to evict you,
- 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
- 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.

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 other 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

STANDARD OCCUPATION CONTRACT – KEY MATTERS

This contract is
between:
and:

It relates to:

The initial rent is

The first payment is to be made on
And further payments are to be made on

You can contact the landlord

by post:

by telephone:

You have paid a deposit of

For more information about the holding of your deposit:

Contact DPS – you will have been provided with your own unique pin number and the prescribed terms and conditions of the scheme.

The occupation date (when you can begin occupying the dwelling) is:
1 December 2022

Please sign below as evidence of your agreement to this contract

Contract-holder(s)

Name _____
Signature _____
Date _____

Name _____
Signature _____
Date _____

Landlord(s)

Name _____
Signature _____
Date _____

[Rent Smart Wales](#)
Licence Number

PART 3

STANDARD OCCUPATION CONTRACT – FUNDAMENTAL AND SUPPLEMENTARY TERMS

The fundamental and supplementary terms of this secure contract are set out in this Part. Fundamental terms that cannot be left out of this contract or changed 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 “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.

**For terms that apply please seek
professional advice – contact Elaine
Gunning**

gunninglegal@outlook.com

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