



**This is a periodic standard contract giving you a right to occupy the premises for an indefinite period until this contract is brought to an end.**

Between:  (landlord)

and:  (contract-holder(s),  
referred to in this contract as "you")

Relating to:  (the premises)

The initial rent is £  per week/month/  (delete as applicable)

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

You can contact the landlord  
by post:

by telephone:  by fax:

by email:

You have paid a deposit of £

For further information about the holding of your deposit:

The effective date (when you can begin occupying the premises) is

Please sign below as evidence of your agreement to this contract

Contract-holder(s) Date

Landlord Date

**DRAFT - DO NOT USE**

## Do not destroy this document

This document is important. It sets out your rights and responsibilities. You are advised to read it before agreeing to it. It should be kept for the lifetime of the contract. You may need to refer to it in the future. Please see the guidance booklet provided with this contract. Further advice is available from your local citizens advice bureau, your local housing advice centre or the Rented Homes website ([www.rentedhomes.gov.uk](http://www.rentedhomes.gov.uk))

This contract means that:

- you cannot be evicted without a court order, unless you abandon the premises;
- before a court will make an eviction order your landlord will have to show that:
  - your landlord has given you at least two months' notice that you must move out,
  - you have broken the contract and it is reasonable to evict you,
  - you are seriously in arrears with your rent (at least two months' rent is unpaid), or
  - your landlord needs to move you, suitable alternative accommodation is available, and it is reasonable to evict you;
- you have important rights as to how you can use the premises, although some of these require the consent of your landlord;
- you are responsible for the behaviour of everyone who lives in and visits the premises;
- your landlord must give you a free written statement of your occupation contract within two weeks of the effective date: for each day it is late, you do not have to pay a day's rent, up to a maximum of two months' rent.

Many of the technical words and phrases used in this contract have a specific meaning under the Rented Homes Act 2006. Please see the guidance booklet accompanying this contract for a definition of these words and phrases.

This contract contains different types of terms. Whether a term may be left out of this contract or changed depends on which type it is. To make the contract easier to understand, symbols have been used for the different types of terms—



a fundamental term which cannot be left out of the contract or changed



a fundamental term which can be left out of this contract or changed, but only if that gives you greater protection than you are entitled to under the Rented Homes Act 2006



a supplementary term which can be left out of this contract or changed

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## A. RENT AND OTHER CHARGES

### Rent

1. You must pay the rent in full and on the dates agreed.



### Right of set off

2. If the landlord is liable to pay you compensation under section 34 of the Rented Homes Act 2006, you may set off that liability against rent.



*Explanatory note: You need not pay a day's rent for each day the landlord does not provide you with a written statement of your occupation contract, or of a variation to it. The guidance booklet provided with this contract explains this further.*

3. You need not pay any rent for any period during which the premises are uninhabitable. The amount of rent which you do not have to pay is to be calculated pro-rata (for every day the premises are uninhabitable you need not pay a day's rent). This term does not apply if –
  - (a) the premises are uninhabitable because you did something (or failed to do something) which invalidated the landlord's insurance policy in respect of the premises, and
  - (b) the landlord has given you notice of the requirements of that policy.



### Variation of rent

4. The landlord may vary the rent payable by giving you a notice proposing a new rent to take effect on the date specified in the notice.
5. The period between the day on which the notice is given to you and the specified date may not be less than two months.
6. Subject to that—
  - (a) the first notice may specify any date, and
  - (b) subsequent notices must specify a date which is not less than one year after the last date on which a new rent took effect.



### Council tax and services

7. You must pay the council tax.
8. You must pay for all gas, electricity, water, sewage, telephone and other services supplied to the premises.
9. You must arrange to be billed for the taxes and services mentioned in terms 7 and 8, and you must pay the amounts in full and on time.



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## DEPOSITS

### Form of security



10. The landlord may not require security to be given in any form other than—
- (a) money, or
  - (b) a guarantee.

### Requirement to use deposit scheme



11. If you pay a deposit (or another person pays a deposit on your behalf), the deposit must be dealt with in accordance with an authorised deposit scheme.



12. Before the end of the period of 14 days starting with the day on which the deposit is paid, the landlord must give you (and any person who has paid the deposit on your behalf) information—
- (a) identifying the authorised deposit scheme which applies,
  - (b) confirming the landlord's compliance with the initial requirements of the scheme, and
  - (c) explaining your (or that person's) rights in relation to the deposit.



13. "Deposit" means money paid as security.

## B. PROHIBITED CONDUCT

### Prohibited conduct



14. You may not use or threaten to use violence against a person lawfully living in the premises.



15. You may not do anything which creates a risk of significant harm to a person lawfully living in the premises.



16. You may not engage or threaten to engage in conduct that is capable of causing nuisance or annoyance to a person—
- (a) living in the locality of the premises, or
  - (b) engaged in lawful activity in the premises or in the locality of the premises.



17. You may not use or threaten to use the premises, or any common parts that you are entitled to use under this contract, for criminal purposes.



18. You may not allow, incite, or encourage any person who is living in or visiting the premises to act as mentioned in terms 14, 15 or 16.



19. You may not allow, incite, or encourage any person to act as mentioned in term 17.

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## C. CONTROL OF THE PREMISES

### Use of the premises by you

20. You must use the premises as a private residence and you may not run a business at the premises or allow anyone else to do so.



### Protection of right to occupy

21. The landlord may not, by any act or omission, interfere with your right to occupy the premises.



22. The landlord does not interfere with your right by reasonably exercising his rights under this contract.



*Explanatory note: An example would be where the landlord uses his power to reasonably inspect the premises under term 25.*

23. The landlord does not interfere with your right merely because he fails to comply with his repairing obligations, which are –
- (a) his obligations to repair (or keep or deliver up in repair), or to maintain, renew, construct or replace any property, and
  - (b) his obligations to keep any property fit for human habitation, however expressed
- and include a landlord's obligations under terms 41 to 47.



24. The landlord is to be treated as having interfered with your right if a person who—
- (a) claims under the landlord, or
  - (b) has an interest in the premises, or part of them, that is superior to the landlord's interest,
- interferes with your right by any lawful act or omission.



### Landlord's right to enter the premises: general

25. The landlord may enter the premises at any reasonable time for the purpose of—
- (a) complying with the Gas Safety Regulations,
  - (b) carrying out any other inspection required by law, or
  - (c) dealing with pests.



26. The landlord must give you at least 24 hours' notice before exercising that power.



*Explanatory note: Where this contract allows the landlord to do something, for example, to carry out inspections or repairs on the premises, he may authorise someone to do it on his behalf.*

**Landlord's right to enter the premises: emergencies**



27. If there is an emergency and the landlord needs to enter the premises immediately, he is entitled to enter, or if necessary force entry to, the premises without giving you any notice.



28. The landlord may require you to pay for any damage done in the process of forcing entry to the premises if it was your fault that it was necessary to force entry.

**Landlord's right to enter the premises: repairs**



29. The landlord may enter the premises at any reasonable time for the purpose of—

- (a) inspecting their condition and state of repair, or
- (b) carrying out works or repairs needed in order to comply with terms 41 to 47.



30. The landlord must give you at least 24 hours' notice before exercising that power.



31. The landlord may enter the premises at any reasonable time for the purpose of carrying out any works or repairs needed because of a failure by you to comply with your obligations under term 35.



32. The landlord must give you at least 24 hours' notice before exercising that power.

**D. NUMBERS OF OTHER OCCUPANTS**

**Deciding the permitted occupiers**



33. Apart from lodgers (see term 77), sub-holders (see term 78) and joint contract-holders (see term 81), you may decide how many other people will be permitted to live at the premises and who they shall be, subject to term 34.

**No overcrowding**



34. You may not cause or allow the premises to become overcrowded within the meaning of Part 10 of the Housing Act 1985.

*Explanatory note: The guidance booklet provided with this contract explains the legal rules preventing too many people from living in the premises.*

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## E. CARE OF THE PREMISES

### Your responsibilities

35. You are not liable for fair wear and tear to the premises or to fixtures and fittings but you—
- (a) must take care of the premises;
  - (b) must take care of any fixtures and fittings;
  - (c) must promptly repair or replace any fixtures and fittings that have been damaged or destroyed as a result of a lack of care by you or by a permitted occupier of the premises;
  - (d) may not remove any fixtures or fittings from the property without the consent of the landlord;
  - (e) will be responsible for any failure to take care of the premises or fixtures and fittings on the part of any lodger, sub-holder, person allowed by you to live at the premises (see term 33) or any other person that you have allowed to enter the premises.



### Inventory

36. If one has not been prepared for the purposes of an authorised deposit scheme, the landlord must prepare an inventory of the premises. You are entitled to one copy of the inventory free of charge. The landlord may charge you for any further copies.



### Notifying landlord of any defects requiring repair

37. You must make the landlord aware of any defect or disrepair which it is his responsibility to repair under terms 41 to 47.



### Landlord's right to carry out repairs

38. The landlord may carry out any works or repairs needed because of a failure by you to comply with your obligations under term 35. He may charge you for any reasonable costs incurred in carrying out such works or repairs.



### Passing relevant notices about the premises to landlord

39. You must as soon as is reasonably practicable give the landlord the original copies of any notices, orders or similar documents regarding the premises or any nearby land that are delivered to the premises.

*Explanatory note: For example, if you receive any notices under the Party Wall etc Act 1996, you must give these to the landlord.*



### Gardens

40. If you have a garden, you must keep it tidy and well maintained, and not remove any trees or plants.



### Landlord's obligations to repair



41. The landlord must ensure that—
- (a) there is no category 1 hazard on the premises, and
  - (b) if the premises form part only of a building, there is no category 1 hazard on the structure or exterior of the building or the common parts.



42. The landlord must—
- (a) keep in repair the structure and exterior of the premises (including drains, gutters and external pipes), and
  - (b) keep in repair and proper working order the service installations in the premises.



43. If the premises form 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 he has an estate or interest, and
  - (b) keep in repair and proper working order a service installation which directly or indirectly serves the premises and which either—
    - (i) forms part of any part of the building in which he has an estate or interest, or
    - (ii) is owned by him or is under his control.



44. The standard of repair required by terms 42 and 43 is that which is reasonable having regard to the age and character of the premises, and the period during which the premises are likely to be available for occupation as a home.



45. The landlord must make good any damage caused by works and repairs carried out in order to comply with his obligations under terms 41 to 43.



46. The landlord may not impose any obligation on you in the event of your enforcing or relying on the landlord's obligations under terms 41 to 45.



47. In this contract—
- “category 1 hazard” has the same meaning as in the Housing Act 2004 (c. 34) (see section 2), and
- “service installation” means an installation for the supply of water, gas or electricity, for sanitation, for space heating or for heating water.

*Explanatory note: The guidance booklet provided with this contract explains more about what a category 1 hazard is.*

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**Limits on landlord's obligations to repair: general**

- 48. Term 41 does not impose any liability on the landlord in respect of a category 1 hazard which is incapable of being removed by the landlord at reasonable expense.
- 49. Terms 41 and 42 do not require the landlord—
  - (a) to rebuild or reinstate the premises or any part of them, in the case of destruction or damage by a relevant cause, or
  - (b) to keep in repair anything which you are entitled to remove from the premises.
- 50. If the premises form part only of a building, terms 41 and 43 do not require the landlord to rebuild or reinstate any other part of the building in which he has an estate or interest, in the case of destruction or damage by a relevant cause.
- 51. Relevant causes are fire, storm and flood or other inevitable accident.
- 52. Term 43 does not require the landlord to carry out works or repairs unless the disrepair or failure to keep in working order affects your enjoyment of—
  - (a) the premises, or
  - (b) the common parts that you are entitled to use under this contract.
- 53. Term 54 applies where—
  - (a) the premises form part only of a building, and
  - (b) in order to comply with terms 41 to 47 the landlord needs to carry out works or repairs in another part of the building.
- 54. The landlord is not liable for failing to comply with terms 41 to 47 if he does not have sufficient rights over that other part of the building to enable him to carry out the works or repairs, and was unable to obtain such rights after making a reasonable effort to do so.



**Limits on landlord's obligations to repair: your fault**

- 55. Term 41 does not impose any liability on the landlord if the existence of a category 1 hazard is wholly or mainly attributable to lack of care by you or a permitted occupier of the premises.
- 56. The landlord is not obliged by terms 42 or 43 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 premises.
- 57. "Lack of care" means a failure to take proper care—
  - (a) of the premises, or
  - (b) if the premises form part only of a building, of the common parts that you are entitled to use under this contract.



**Limits on landlord’s obligations to repair: notice**



58. The landlord’s obligations under terms 42 and 43 do not arise until the landlord becomes aware that works or repairs are necessary.



59. The landlord complies with his obligations under those terms if he carries out the necessary works or repairs within a reasonable time after the day on which he becomes aware that they are necessary.



60. Term 61 applies if—  
 (a) the landlord (the “old landlord”) transfers his interest in the premises to another person (the “new landlord”), and  
 (b) the old landlord is aware before the date of the transfer that works or repairs are necessary in order to comply with terms 42 or 43.



61. 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**



62. A permitted occupier who suffers personal injury, or loss of or damage to personal property, as a result of the landlord failing to comply with term 42 or 43 may enforce that term in his own right.



63. But a permitted occupier who is a lodger or sub-holder may do so only if the lodger is allowed to live in the premises, or the sub-occupation contract is made, in accordance with the terms of this contract.

*Explanatory note: See term 77 for lodgers and term 78 for sub-occupation contracts made with sub-holders.*

**F. MAKING CHANGES TO THE PREMISES OR TO SERVICES**

**Your improvements**



64. You may not make an improvement or alteration to the premises without the written consent of the landlord. The landlord has an absolute right to refuse consent for any alterations or improvements. The landlord may consent subject to conditions.



65. In term 64 “improvement” means any addition to, or alteration in the premises, and includes—  
 (a) any addition to or alteration in the landlord’s fixtures and fittings,  
 (b) any addition or alteration connected with the provision of services to the premises,  
 (c) the erection of a radio or television aerial or satellite dish, and  
 (d) the carrying out of external decoration.

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### Changes to services

66. You may not do any of the following without the consent of the landlord—
- (a) cancel the supply of water, electricity or gas (if applicable) (see term 8); or
  - (b) install or remove (or arrange to have installed or removed) any meters at the premises that relate to the supply of services to the premises (see term 8).



## G. SECURITY AND SAFETY

### Security and keys

67. You must take reasonable care to protect the security of the premises.
68. You may not do the following without the consent of the landlord—
- (a) change, add or remove any lock at the premises,
  - (b) cut any additional keys or sets of keys.
69. The landlord may charge you for the cost of changing, adding or removing any lock or having any new keys cut where this is necessary as a result of your fault.
70. If the premises are going to be unoccupied for 30 or more consecutive days you must make the landlord aware of this in advance. If the premises are to be left unoccupied you must comply with any requirements in respect of unoccupied premises contained in the landlord's insurance policy, but only if the landlord has given you notice of those requirements.
71. If there is a burglar alarm, you may not change the burglar alarm codes without the consent of the landlord. You must regularly check that the burglar alarm is working, and must replace the batteries (if applicable) as and when necessary.



### Fire alarms, smoke alarms and carbon monoxide detectors

72. If there are fire alarms, smoke alarms or carbon monoxide detectors at the premises, you must regularly check that they are working, and must replace the batteries (if applicable) as and when necessary.



## H. DEALINGS

### Dealing: General prohibition

73. In terms 74 to 76 “dealing” includes—
- (a) creating a tenancy, or creating a licence which confers the right to occupy the premises,
  - (b) transferring,
  - (c) mortgaging or otherwise charging.





74. You may not deal with this contract, the premises or any part of the premises except—  
 (a) in a way permitted by this contract, or  
 (b) in accordance with a family property order.



75. A joint contract-holder may not deal with anything mentioned in term 74, or his rights and obligations under this contract, except—  
 (a) in a way permitted by this contract, or  
 (b) in accordance with a family property order.



76. If you do anything in breach of term 74, or a joint contract-holder does anything in breach of term 75—  
 (a) the transaction is not binding on the landlord, and  
 (b) you are or the joint contract-holder is in breach of this contract (despite the transaction not being binding on the landlord).

*Explanatory note: The guidance booklet provided with this contract contains further information on ways of dealing with it, in particular the procedural and consent requirements.*

### Lodgers



77. You may allow persons to live in the premises as lodgers if the landlord consents.

### Making of sub-occupation contracts



78. You may make a sub-occupation contract that is a periodic standard contract if the landlord consents. The landlord has an absolute right to refuse consent for any request by you to make a sub-occupation contract. The landlord may consent subject to conditions.

*Explanatory note: A sub-holder is the contract-holder under a sub-occupation contract. The guidance booklet provided with this contract contains further information about making sub-occupation contracts.*

### Transferring



79. You may transfer this contract if the landlord consents. The landlord has an absolute right to refuse consent for any request by you to transfer this contract.



80. If a person has guaranteed your obligations under this contract, that person is released from that guarantee, in respect of any breaches of the obligations under this contract occurring after the transfer of this contract, when you transfer this contract in accordance with term 79.



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## I. PROVISIONS ABOUT JOINT CONTRACT-HOLDERS

### Adding a contract-holder

- 81. You may, with the consent of the landlord, make another person a joint contract-holder under this contract.
- 82. If a person is made a joint contract-holder under term 81 he 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 becomes a joint contract-holder.

*Explanatory note: The guidance booklet provided with this contract gives further information about the formalities for adding a joint contract-holder.*

### Withdrawal

- 83. A joint contract-holder may withdraw from this contract by giving a notice (a “withdrawal notice”) to the landlord.
- 84. The withdrawal notice must specify the date on which the joint contract-holder intends to cease to be a party to this contract (the “withdrawal date”).
- 85. When giving a withdrawal notice under term 83 the joint contract-holder must give the landlord at least one month’s notice.
- 86. The joint contract-holder must give a written warning to the other joint-contract holders when he gives the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.
- 87. The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after he receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.
- 88. The joint contract-holder ceases to be a party to this contract on the withdrawal date.
- 89. A notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice under term 114 (contract-holder’s notice to end contract) is to be treated as a withdrawal notice, and the date specified in the notice is to be treated as the withdrawal date.
- 90. Term 86 does not apply to a notice which is treated as a withdrawal notice because of term 89.



### Survivorship



91. If a joint contract-holder dies, or ceases to be a party to this contract for some other reason, from the time he ceases to be a party the remaining joint contract-holders are—
- (a) fully entitled to all the rights under this contract, and
  - (b) liable to perform fully every obligation owed to the landlord under this contract.



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



93. Nothing in terms 91 or 92 removes any right or waives any liability of the joint contract-holder accruing before he ceases to be a party to this contract.



94. Terms 91 to 93 do not apply where a joint contract-holder ceases to be a party to this contract because his rights and obligations under this contract are transferred in accordance with this contract.

## J. TERMINATION OF THE CONTRACT: GENERAL

### Termination



95. This contract may be ended only in accordance with—
- (a) terms 98 to 105 and 111 to 165, or
  - (b) an enactment (including in particular the Rented Homes Act 2006 and the consumer protection regulations).



96. Nothing in term 95 affects—
- (a) any right of the landlord or you to rescind this contract, or
  - (b) the operation of the law of frustration.

### Joint contract-holders



97. If there are joint contract-holders, 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.

### Agreement



98. If the landlord and you agree to end this contract, this contract ends—
- (a) when you give up possession of the premises in accordance with the agreement, or
  - (b) if you do not give up possession and a substitute occupation contract is made, immediately before the effective date of the substitute occupation contract.

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99. An occupation contract is a substitute occupation contract if—
- (a) it is made in respect of the same (or substantially the same) premises as this contract, and
  - (b) a contract-holder under it was also a contract-holder under this contract.



**Repudiation**

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



*Explanatory note: If the landlord commits a serious breach of this contract you may be entitled to end this contract simply by giving up possession of the premises. The guidance booklet provides more information about repudiation.*

**Your death**

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



102. The authorised persons are—
- (a) your personal representatives, or
  - (b) the permitted occupiers of the premises aged 16 and over (if any) acting together.



103. This contract does not end if under section 142 of the Rented Homes Act 2006 one or more persons are qualified to succeed you.



104. This contract does not end if, at your death, a family property order has effect which requires you to transfer this contract to another person.



105. If, after your death, the family property order ceases to have effect and there is no person qualified to succeed you, this contract ends—
- (a) when the order ceases to have effect, or
  - (b) if later, at the time this contract would end under term 101.



**When this contract ends**

106. When this contract ends you must only leave behind—
- (a) property belonging to the landlord, and
  - (b) property belonging to someone who is staying on in the premises.
107. If any furniture belonging to the landlord was moved during the life of this contract it must be returned to where it was at the start of this contract.
108. You must return all keys to the premises (including any additional keys that have been cut) to the landlord.





109. When this contract ends, you may not leave anyone else living in the premises when you leave (unless they have a right of their own to be there).

**Refunding pre-paid rent and charges**



110. When this contract ends the landlord must refund an appropriate proportion of any pre-paid rent and other consideration, to be calculated on a pro-rata basis.

*Explanatory note: The guidance booklet provided with this contract explains how the appropriate proportion would be calculated.*

**K. TERMINATION BY THE CONTRACT-HOLDER**

**Early termination**



111. You may end this contract at any time before—  
 (a) the effective date, or  
 (b) if earlier, the day on which the landlord gives you a written statement of this contract under term 191.



112. To end this contract under term 111, you must give a notice to the landlord stating that you wish to end this contract



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

**Contract-holder's notice**



114. You may end this contract by giving the landlord notice that you will give up possession of the premises on a date specified in the notice.



115. When giving notice under term 114 you must give the landlord at least one month's notice.



116. If you give up possession of the premises on or before the date specified in a notice under term 114, this contract ends on the date specified in the notice.



117. If you give up possession of the premises after that date but in connection with the notice, this contract ends—  
 (a) on the day on which you give up possession of the premises, or  
 (b) if a possession order is made, on the date determined in accordance with term 126.



118. The notice ceases to have effect if, before this contract ends—  
 (a) you withdraw the notice by further notice to the landlord, and  
 (b) the landlord does not object to the withdrawal in writing before the end of a reasonable period.

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## L. TERMINATION BY THE LANDLORD

### Landlord's notice

119. The landlord may end this contract by giving you notice that you must give up possession of the premises on a date specified in the notice.
120. The date specified in a notice under term 119 may not be less than two months after the day on which the notice is given to you.
121. If you give up possession of the premises on or before the date specified in a notice under term 119, this contract ends on the date specified in the notice.
122. If you give up possession of the premises after that date but in connection with the notice, this contract ends—
- (a) on the day on which you give up possession of the premises, or
  - (b) if a possession order is made, on the date determined in accordance with term 126.
123. The notice ceases to have effect if, before this contract ends—
- (a) the landlord withdraws the notice by further notice to you, and
  - (b) you do not object to the withdrawal in writing before the end of a reasonable period.



### Possession proceedings

124. The landlord may make a claim to the court for recovery of possession of the premises from you (“a possession claim”) only in the circumstances set out in terms 129 to 165.
125. Where those terms require the landlord to give you a possession notice before making a possession claim on any ground, the notice must (in addition to specifying the ground)—
- (a) state the landlord's intention to make a possession claim,
  - (b) give particulars of the ground, and
  - (c) state the date after which the landlord is able to make a possession claim.



### Effect of possession order

126. If the court makes an order requiring you to give up possession of the premises on a date specified in the order, this contract ends—
- (a) if you give up possession of the premises on or before that date, on that date,
  - (b) if you give up possession of the premises after that date but before the order for possession is executed, on the day on which you give up possession of the premises, or
  - (c) if you do not give up possession of the premises before the order for possession is executed, when the order for possession is executed.





127. Term 128 applies if—
- (a) it is a condition of the order that the landlord must offer a new occupation contract of the same premises to one or more joint contract-holders (but not all of them), and
  - (b) that joint contract-holder (or those joint contract-holders) continue to occupy the premises on and after the effective date of the new contract.



128. This contract ends immediately before the effective date of the new contract.

**Landlord’s notice ground**



129. If the landlord gives you a notice under term 119, the landlord may on that ground make a claim to the court for recovery of possession of the premises.



130. Section 195 of the Rented Homes Act 2006 provides that if the court is satisfied that the ground is made out, the court must make an order for possession of the premises.

**Restrictions on the use of landlord’s notice ground: general**



131. The landlord may not make a possession claim on the ground in term 129—
- (a) before the end of the period of two months starting with the day on which he gives you a notice under term 119, or
  - (b) after the end of the period of four months starting with that day.

**Restrictions on the use of landlord’s notice ground: breach of information requirements**



132. If the landlord does not comply with term 191 (duty to provide written statement of contract), he may not make a possession claim on the ground in term 129 before the end of the restricted period.



133. The restricted period is six months starting with the day on which the landlord gives a written statement of this contract to you.



134. The landlord may not make a possession claim on the ground in term 129 at any time when he has not provided a notice he is required to provide under terms 181 to 185 (duty to provide information about parties).

**Restrictions on the use of the landlord’s notice ground: breach of deposit requirements**



135. The landlord may not make a possession claim on the ground in term 129 at a time when any of terms 136 to 139 apply.



136. Security required by the landlord in a form not permitted by term 10 has not been returned to the person by whom it was given.

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- 137. A deposit has been paid in connection with this contract but the landlord has not provided the information required by term 12.
- 138. A deposit has been paid in connection with this contract but the initial requirements of an authorised deposit scheme have not been complied with.
- 139. A deposit paid in connection with this contract is not being held in accordance with an authorised deposit scheme.



**Breach of contract**

- 140. If you breach this contract, the landlord may on that ground make a claim to the court for recovery of possession of the premises.
- 141. Section 199 of the Rented Homes Act 2006 provides that the court may not make an order for possession on that ground unless it considers it reasonable to do so.



**Restrictions on the use of breach of contract ground**

- 142. Before making a possession claim on the ground in term 140, the landlord must give you a possession notice specifying that ground.
- 143. The landlord may make a possession claim in reliance on a breach of any of terms 14 to 19 (prohibited conduct) on or after the day on which he gives you a possession notice specifying a breach of those terms.
- 144. 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 he gives you a possession notice specifying a breach of that term.
- 145. 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 he gives you the possession notice.



**Serious rent arrears**

- 146. If you are seriously in arrears with your rent, the landlord may on that ground make a claim to the court for recovery of possession of the premises.
- 147. You are seriously in arrears with your rent—
  - (a) where the rental period is a week or a fortnight, 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 three months' rent is more than three months in arrears.





148. Section 196 of the Rented Homes Act 2006 provides that the court must make an order for possession of the premises if it is satisfied that you—  
(a) were seriously in arrears with your rent on the day on which the landlord gave you a possession notice, and  
(b) are seriously in arrears with your rent on the day on which the court hears the possession claim.

**Restrictions on the use of serious rent arrears ground**



149. Before making a possession claim on the ground in term 146, the landlord must give you a possession notice specifying that ground.



150. The landlord may not make the claim—  
(a) before the end of the period of one month starting with the day on which he gives you the possession notice, or  
(b) after the end of the period of six months starting with that day.

**Estate management grounds**



151. The landlord may make a claim to the court for recovery of possession of the premises on one of the estate management grounds (which are set out in the box on pages 20 to 22).



152. Section 200 of the Rented Homes Act 2006 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  
(b) it is satisfied that suitable alternative accommodation is available to you (or will be available to you when the order takes effect).



153. 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 premises.



154. Term 153 does not apply if the court makes an order for possession on Ground A or B of the estate management grounds (and on no other ground).

**Restrictions on the use of estate management grounds**



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



156. The landlord may not make the claim—  
(a) before the end of the period of one month starting with the day on which he gives you the possession notice, or  
(b) after the end of the period of six months starting with that day.



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157. If a redevelopment scheme is approved under Part 2 of Schedule 6 to the Rented Homes Act 2006 subject to conditions, the landlord may give you a possession notice specifying estate management Ground B before the conditions are met.



158. 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 of the previous contract-holder's death, or  
(b) after the end of the period of twelve months starting with that day.



159. 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.



### **Contract-holder's notice ground**

160. If you fail to give up possession of the premises on the date specified in a notice under term 114, the landlord may on that ground make a claim to the court for recovery of possession of the premises.



161. Section 195 of the Rented Homes Act 2006 provides that if the court is satisfied that the ground is made out, it must make an order for possession of the premises.



### **Restrictions on the use of contract-holder's notice ground**

162. Before making a possession claim on the ground in term 160 the landlord must give you a possession notice specifying that ground.



163. The landlord may make a possession claim on or after the day on which he gives you the possession notice.



164. But he may not make the possession claim after the end of the period of six months starting with that day.



165. The landlord may not give you a possession notice specifying the ground in term 160 after the end of the period of two months starting with the date specified in the notice under term 114 as the date on which you would give up possession of the premises.



## ESTATE MANAGEMENT GROUNDS

### THE GROUNDS



#### Ground A

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



#### Ground B

- 2 (1) This ground arises if the premises satisfy the first condition or the second condition.
  - (2) The first condition is that the premises are in an area which is the subject of a redevelopment scheme approved in accordance with Part 2 of Schedule 6 to the Rented Homes Act 2006, and the landlord intends within a reasonable time of obtaining possession to dispose of the premises in accordance with the scheme.
  - (3) The second condition is that part of the premises 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 premises.



#### Ground C

- 3 (1) The landlord is a charity and your continued occupation of the premises 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.



#### Ground D

- 4 The premises have features which are substantially different from those of ordinary premises and which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a kind provided by the premises and—
  - (a) there is no longer such a person living in the premises, and
  - (b) the landlord requires them for occupation by such a person (whether alone or with members of his family).

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**Ground E**

- 5 (1) The landlord is a housing association or housing trust which makes premises available only for occupation (whether alone or with others) by persons who are difficult to house, and—
- (a) either there is no longer such a person living in the premises or a local housing authority has offered you a right to occupy other premises under a secure contract, and
  - (b) the landlord requires the premises for occupation by such a person (whether alone or with members of his family).
- (2) A person is difficult to house if his circumstances (other than merely financial circumstances) make it especially difficult for him to satisfy his need for housing.



**Ground F**

- 6 The premises constitute part of a group of premises 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 premises in order to assist persons with those special needs,
  - (b) there is no longer a person with those special needs living in the premises, and
  - (c) the landlord requires the premises for occupation by a person who has those special needs (whether alone or with members of his family).



**Ground G**

- 7 You succeeded to this contract under section 141 of the Rented Homes Act 2006 as a reserve successor of the previous contract-holder, and the accommodation comprised in the premises is more extensive than is reasonably required by you.



**Ground H**

- 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 brought to an end in accordance with—
- (a) terms 83 to 90 (withdrawal), or
  - (b) section 115, 117, or 119 of the Rented Homes Act 2006 (exclusion).
- (3) The second condition is that—
- (a) the accommodation comprised in the premises is more extensive than is reasonably required by the remaining contract-holder (or contract-holders), or
  - (b) where the landlord is a community landlord, the remaining contract-holder does not (or the remaining contract-holders do not) meet the landlord's criteria for the allocation of housing accommodation.





### Ground I

- 9 (1) This ground arises where it is desirable for some other substantial estate management reason that the landlord should obtain possession of the premises.
- (2) An estate management reason may, in particular, relate to—
- (a) all or part of the premises, or
  - (b) any other premises of the landlord to which the premises are connected, whether by reason of proximity or the purposes for which they are used, or in any other manner.

## M. VARIATION

### General



166. This contract may not be varied except—
- (a) in accordance with terms 4 to 6, 167 to 175, or
  - (b) by or as a result of any enactment.

### Fundamental, supplementary and additional terms



167. The fundamental terms, supplementary terms and additional terms of this contract may be varied –
- (a) by agreement between the landlord and you, or
  - (b) by the landlord, in accordance with terms 170 to 175.



168. Term 167 does not apply to—
- (a) terms 14 to 19 (prohibited conduct),
  - (b) terms 179 to 180 (securing contract by deception),
  - (c) terms 91 to 94 (survivorship),
  - (d) terms 101 to 105 (your death).



169. An agreement to vary a fundamental term is of no effect unless as a result of the variation—
- (a) the fundamental provision which the term incorporates would be incorporated without modification, or
  - (b) the contract would afford you a greater degree of protection than would be afforded in that case.

### Fundamental, supplementary and additional terms: notice procedure



170. The landlord may give you notice that unless you consent to a variation of this contract, the landlord will take proceedings for possession on the ground in term 129 (landlord's notice).



171. The notice must—
- (a) specify the nature of the variation and the date on which the variation is to take effect, and
  - (b) inform you that the notice also has effect as a notice under term 119 (landlord's notice to end contract).




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- 172. The date specified as the date on which the variation is to take effect may not be less than two months after the day on which the notice is given to you. 
- 173. If you do not give written consent to the variation on or before the date on which it is to take effect, the landlord may make a possession claim on the ground in term 129 (landlord's notice). 
- 174. If the landlord satisfies the requirements of terms 170 to 173, he is to be treated for the purposes of making the possession claim as having given notice to end the contract under term 119. 
- 175. Terms 173 and 174 do not apply in relation to a variation of a fundamental term unless as a result of the variation—
  - (a) the fundamental provision which the term incorporates would be incorporated without modification, or
  - (b) the contract would afford you a greater degree of protection than would be afforded in that case.

**Written statement of variation**

- 176. If this contract is varied under any of terms 4 to 6, 167 to 175 or by or as a result of any enactment 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 the contract as varied.
- 177. The relevant period is the period of two weeks starting with the day on which this contract is varied. 
- 178. The landlord may not charge a fee for providing a written statement under term 176. 

**N. OTHER MATTERS**

**Deception**

- 179. 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 claim to recover possession of the premises on the ground in term 140 (breach of contract). 
- 180. A false statement is relevant if it is made knowingly or recklessly by—
  - (a) you, or
  - (b) another person acting at your instigation. 

**Information about parties**



181. The landlord must, before the end of the period of two weeks starting with the effective date of this contract, give you notice of an address in England and Wales to which you may send documents that are intended for the landlord.



182. If the landlord manages the premises through an agent the landlord must, before the end of the period of two weeks starting with the day on which he starts to manage the premises through the agent, give you notice of the agent's name and address.



183. If there is a change in the identity of the landlord the new landlord must, before the end of the period of two weeks starting with the day on which he becomes the landlord, give you notice that he has become the landlord.



184. If there is a change in the identity of the contract-holder the landlord must, before the end of the relevant period, give the new contract-holder notice that he has become the contract-holder under this contract.



185. The relevant period is two weeks starting with—  
 (a) the day on which the identity of the contract-holder changes, or  
 (b) if later, the day on which the landlord becomes aware that the identity of the contract-holder has changed.

**Compensation for breach of terms 181 to 185**



186. If the landlord fails to comply with an obligation under terms 181 to 185, he is liable to pay you compensation under section 34 of the Rented Homes Act 2006.



187. 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.



188. Interest on the compensation is payable if the landlord fails to give you the notice on or before the day referred to term 187(b).



189. The interest starts to run on the day referred to in term 187(b), at the rate prevailing under section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 (c. 20) at the end of that day.



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

**Written statement of contract**



191. The landlord must give you a written statement of this contract before the end of the period of two weeks starting with the effective date.



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192. The landlord may not charge a fee for providing you with a written statement under term 191.



193. You may request a further written statement of this contract at any time.



194. The landlord may charge a reasonable fee for providing it.



195. The landlord must give you the further written statement before the end of the period of two weeks starting with—



(a) the day of the request, or

(b) if the landlord charges a reasonable fee, the day on which you pay the fee.

**Form of notices**

196. Any notice or other document required or authorised to be given or made by this contract must be in writing.



**O. ADDITIONAL TERMS**

