**WRITTEN STATEMENT OF VARIATION BY ENACTMENT PROVIDED UNDER THE RENTING HOMES (WALES) ACT 2016**

**THIS STATEMENT OF VARIATION ADDS THE FOLLOWING TERMS TO YOUR OCCUPATION CONTRACT AND SHOULD BE READ AS A CONTINUATION OF YOUR EXISTING FIXED TERM OCCUPATION CONTRACT**

**Addendum: Potential Periodic Contract - Written Statement of Contract**

If the contract-holder remains in the Dwelling after the fixed term, then this contract will become a periodic occupation contract with the same terms as the fixed term contract, excluding terms 47.1-48.5 (Variation) of the original contract and including the following terms as described below. Where not expressed otherwise cross-references refer to terms in this addendum.

 **Variation (F – except 1.1(a) which is F+)**

1.1 This contract may not be varied except—

(a) in accordance with terms 2.1 to 4.4, or

(b) by or as a result of an enactment.

#### **Variation of rent (F+)**

2.1 The landlord may vary the rent payable under this contract by giving the contract-holder a notice setting out a new rent to take effect not less than two months from the date of the notice.

2.2 Subject to term 2.1 —

Any subsequent notice after the first notice must specify a date which is not less than one year after the last date on which a new rent took effect.

#### **Variation of terms other than rent (F+)**

#### 3.1 The fundamental terms, supplementary terms and additional terms of this contract may be varied (subject to term 4) by agreement between the landlord and the contract-holder.

#### **Limitation on variation (F)**

4.1 The fundamental terms of this contract set out in term 4.2, may not be varied (except by or as a result of an enactment).

4. 2 The fundamental terms to which term 4.1 applies are ((a)-(g) refer to terms as set out in the original contract) —

1. Term 5 (requirement to use deposit scheme)
2. Term 29 (joint contract-holder ceasing to be a party to the occupation contract),
3. Term 6 (anti-social behaviour and other prohibited conduct),
4. Term 30 (permissible termination),
5. Term 38 (possession claims),
6. Term 33 (death of sole contract-holder),
7. Term 54 (securing contract by use of false statement),
8. terms 16.1-16.11 of this addendum (further restrictions on giving landlord’s notice under term 10.1)
9. term 1.1(b) of this addendum (variation),
10. this term.

4.3 A variation of any other fundamental term (other than by or as a result of an enactment) is of no effect—

1. unless as a result of the variation—
	1. the fundamental provision which the term incorporates would be incorporated without modification, or
	2. the fundamental provision which the term incorporates is not incorporated or is incorporated in a way that improves the position of the contract-holder.
2. if the variation (regardless of whether it is within paragraph (a)) would render the fundamental term incompatible with a fundamental term to which subsection (2) applies.

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

#### **Joint contract-holders Withdrawal (F+)**

#### 5.1 A joint contract-holder under this contract may withdraw from the contract by giving a notice (a “withdrawal notice”) to the landlord which must specify the date on which the joint contract-holder intends to cease to be a party to the contract (the “withdrawal date”).

5.2 The joint contract-holder must give a written warning to the other joint contract-holders when they give the withdrawal notice to the landlord; and a copy of the withdrawal notice must be attached to the warning.

5.3 The landlord must give a written warning to the other joint contract-holders as soon as reasonably practicable after the landlord receives the withdrawal notice; and a copy of the withdrawal notice must be attached to the warning.

5.4 The joint contract-holder ceases to be a party to the contract on the withdrawal date.

5.5 Notice given to the landlord by one or more (but not all) of the joint contract-holders that purports to be a notice in accordance with term 6 (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.

5.6 Term 5.2 does not apply to a notice which is treated as a withdrawal notice because of subsection 5.5.

##### **Contract-holder’s notice to terminate contract (F+)**

6.1 The contract-holder under this contract may end the contract by giving not less than 4 weeks’ notice to the Landlord that they will give up possession of the dwelling. If the contract-holder is a joint contract-holder, then this notice must come from all joint contract-holders.

**Recovery of possession (F)**

7.1 If the contract-holder fails to give up possession of the dwelling on the date specified in a notice under term 6.1, the landlord may on that ground make a possession claim and if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling.

**Restrictions on Term 7.1 (F+)**

8.1 if the Landlord intends to make a possession claim on the ground in term 7.1 then they must give the contract-holder a possession notice specifying that ground within 2 months of the date specified in the contract-holders notice under term 7.1.

8.2 The landlord may make the possession claim on or after the day on which the landlord gives the contract-holder the possession notice, however not after the end of the period of six months starting with that day.

**Termination of contract on contract-holders notice (F+)**

9.1 If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under term 6.1 the contract ends on the date specified in the notice.

9.2 If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends—

1. on the day on which the contract-holder gives up possession of the dwelling, or
2. if an order for possession is made, on the date determined in accordance with section 206 of the Act.

9.3 The notice ceases to have effect if, before the contract ends—

1. the contract-holder withdraws the notice by giving further notice to the landlord, and
2. the landlord does not object to the withdrawal in writing before the end of a reasonable period.

**Termination by landlord: landlord's notice**

##### **Landlord's notice (F+)**

10.1 The landlord may end the contract by giving the contract-holder notice that they must give up possession of the dwelling on a date not less than six months after the day on which the notice is given to the contract-holder.

**Restrictions on Landlords Notice (F+)**

11.1 The landlord may not give notice under term 10.1 before the end of the period of six months starting with the occupation date of the contract.

11.2 If the contract is a substitute occupation contract, the landlord may not give notice under term 10.1 before the end of the period of six months starting with the occupation date of the original contract.

11.3 For the purposes of subsection 11.2 —

1. an occupation contract is a substitute occupation contract if—
	* (i) the occupation date of the contract falls immediately after the end of a preceding occupation contract,
	* (ii) immediately before the occupation date of the contract a contract-holder under the contract was a contract-holder under the preceding contract and a landlord under the contract was a landlord under the preceding contract, and
	* (iii) the contract relates to the same (or substantially the same) dwelling as the preceding contract, and
2. original contract” means—
	* (i) where the substitute occupation contract has an occupation date falling immediately after the end of a contract which is not a substitute occupation contract, the occupation contract which precedes the substitute occupation contract.
	* (ii) where there have been successive substitute occupation contracts, the occupation contract which preceded the first of the substitute occupation contracts.

**Restrictions on giving further notices (F+)**

* 1. A Landlord may not give the contract-holder a further notice under term 10.1 until:

(a) If the first notice is withdrawn, 6 months after the first notice is withdrawn however the Landlord may give one more notice during the period of 28 days starting with the day in which the first notice is given.

(b)If the period for making a possession claim has ended, 6 months from the last day the Landlord could have made the possession claim.

**Restriction on Landlord giving notice following retaliatory possession claim (F+)**

13.1 If a landlord (having given a contract-holder a notice under term 10.1) has made a possession claim and the court has refused to make an order for possession because it considered the claim to be a retaliatory claim, The landlord may not give another notice under term 10.1to the contract-holder before the end of the period of six months starting with the day on which the court refused to make an order for possession.

**Recovery of possession (F+)**

14.1 If the landlord gives the contract-holder a notice under term 10.1, the landlord may after the date specified in the notice make a possession claim on that ground however not after a period of 2 months starting with that date.

14.2 Section 215 of the Act provides that if the court is satisfied that the ground is made out, it must make an order for possession of the dwelling, unless section 217 (retaliatory evictions: standard contracts) applies (and subject to any available defence based on the contract-holder's Convention rights).

**Termination of contract on landlord's notice (F+)**

15.1 If the contract-holder gives up possession of the dwelling on or before the date specified in a notice under term 10.1, the contract ends on the date specified in the notice.

15.2 If the contract-holder gives up possession of the dwelling after that date but in connection with the notice, the contract ends—

(a) on the day on which the contract-holder gives up possession of the dwelling, or

(b) if an order for possession is made, on the date determined in accordance with section 206 of the Act.

15.3 The notice ceases to have effect if:

(a) before the contract ends, and during the period of 28 days starting with the day on which the notice was given, the landlord withdraws the notice by giving further notice to the contract-holder, or

(b) before the contract ends, and after the end of the period of 28 days starting with day on which the notice was given—

(i) the landlord withdraws the notice by giving further notice to the contract-holder, and

(ii) the contract-holder does not object to the withdrawal in writing before the end of a reasonable period

**Statutory restrictions on Landlords Notice under term 10.1 (F)**

16.1 A landlord may not give notice under term 10.1 at a time when—

(a) the contract-holder has not been given a written statement of the contract, or

(b) the landlord is aware that the identity of the contract-holder has changed, and the new contract-holder has not been given a written statement of the contract.

16.2 A landlord who has failed to comply with terms 16.1 (a) or (b) may not give notice under term 10.1 during the period of six months starting with the day on which the landlord gave a written statement of the contract to the contract-holder.

16.3 A landlord may not give notice under term 10.1 at a time where any of the following apply:

(a) The landlord has not provided a notice required under term 51.1 (duty to provide information).

(b) The landlord has not complied with regulation 6(5) of the EPB Regulations. For the purposes of this term, it does not matter when the valid energy performance certificate was given (and nothing in this paragraph requires that a new energy performance certificate be given to a contract-holder when a certificate given to that contract-holder in compliance with that regulation ceases to be valid under the EPB Regulations).

(c) Security has been taken by the landlord in a form not permitted by term 4 and has not been returned to the person by whom it was given.

(d) A prohibited payment (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) has been made in relation to the contract as described in section 2 or 3 of that Act, and that prohibited payment has not been repaid.

 16.4 A landlord may not give a notice at a time when:

(a) A deposit has been paid in connection with the contract, but the initial requirements of an authorised deposit scheme have not been complied with.

(b) A deposit has been paid in connection with the contract, but the landlord has not provided the information required by section 45(2)(b).

(c) a deposit paid in connection with the contract is not being held in accordance with an authorised deposit scheme.

16.4.1 16.4 (a)-(c) will not apply where a deposit paid in connection with the contract has been returned to the contract-holder (or any person who paid the deposit on the contract-holder's behalf) either in full or with such deduction as may have been agreed, or

an application to the county court has been made under paragraph 2 of Schedule 5 of the Act and has been determined by the county court, withdrawn, or settled by agreement between the parties.

16.5 A landlord may not give a notice at a time when—

1. a holding deposit (within the meaning of the Renting Homes (Fees etc.) (Wales) Act 2019) paid in relation to the contract has not been repaid, and the failure to repay the deposit amounts to a breach of the requirements of Schedule 2 to that Act.

16.5.1 In determining for the purposes of this paragraph whether a prohibited payment or a holding deposit has been repaid, the payment or deposit is to be treated as having been repaid to the extent (if any) that it has been applied towards either or both of the following⁠—

1. a payment of rent under the contract.
2. a payment required as security in respect of the contract.

16.6 A landlord may not give notice at a time when—

1. the dwelling is treated as unfit for human habitation by virtue of regulation 5(3) of the Fitness for Human Habitation Regulations (failure to ensure that working smoke alarms and, in certain circumstances, carbon monoxide alarms are installed in a dwelling), and
2. as a result, the landlord is required under Part 4 of this Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

16.7 A landlord may not give notice at a time when—

1. the dwelling is treated as unfit for human habitation by virtue of regulation 6(6) of the Fitness for Human Habitation Regulations (failure to obtain an electrical condition report, or to give the contract holder such a report or written confirmation of certain other electrical work), and
2. as a result, the landlord is required under Part 4 of the Act to take steps to stop the dwelling from being treated as unfit for human habitation by virtue of that regulation.

16.8 A landlord may not give notice at a time when the landlord has not complied with regulation 36(6) or (as the case may be) (7) of the Gas Safety Regulations (requirement to provide or display report on safety etc. of gas installations).

16.9 For the purposes of 16.8, a landlord who has not complied with regulation 36(6) or (7) of the Gas Safety Regulations is to be treated as in compliance with the provision in question at any time when—

1. the landlord has ensured that the contract-holder has been given, or (as the case may be) there is displayed in a prominent position in the dwelling, a copy of a gas safety record, and
2. that record is valid.

16.10 For the purposes of sub-paragraph 16.9, a gas safety record is valid until the end of the period within which the appliance or flue to which the record relates is required, under the Gas Safety Regulations, to again be subjected to a check for safety.

16.11 In this paragraph—

* “Check for safety” means a check for safety carried out in accordance with regulation 36(3) of the Gas Safety Regulations.
* “Gas safety record” means a record made pursuant to the requirements of regulation 36(3)(c) of the Gas Safety Regulations.
* “Gas Safety Regulations” means the Gas Safety (Installation and Use) Regulations 1998.

**Termination by landlord: serious rent arrears (F+)**

17.1 If the contract-holder under this contract is in serious rent arrears, the landlord may on that ground make a possession claim.

17.2 The contract-holder is in serious rent arrears—

1. where the rental period is a week, a fortnight or four weeks, if at least eight weeks' rent is unpaid.
2. 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.

17.3 Section 216 of the Act provides that the court must (subject to any available defence based on the contract-holder's Convention rights) make an order for possession of the dwelling if it is satisfied that the contract-holder—

1. was in serious rent arrears on the day on which the landlord gave the contract-holder the possession notice, and
2. is in serious rent arrears on the day on which the court hears the possession claim.

**Restrictions on making a possession claim under 17: serious rent arrears (F+)**

18.1 Before making a possession claim on the ground in term 17.1, the landlord must give the contract-holder a possession notice specifying that ground.

18.2 The landlord under a periodic standard contract that is not an introductory standard contract, or a prohibited conduct standard contract may not make the claim—

(a)before the end of the period of 14 days starting with the day on which the landlord gives the contract-holder the possession notice, or

(b)after the end of the period of six months starting with that day.

**Termination of periodic standard contracts which were fixed term standard contracts (F+)**

19.1 The landlord under a periodic standard contract which arises under section 184(2) (periodic standard contract arising at end of fixed term) may make a possession claim in reliance on—

(a) a possession notice,

(b) a notice under section 186 of the Act,or

(c) a notice under a landlord's break clause, which the landlord gave to the contract-holder before the end of the fixed term contract.

19.2 Terms 14 and 15—

(a)apply to a notice under section 186(1) of the Act as they apply to a notice under term 11.1, and

(b) apply to a possession claim made on the ground in section 186(5) of the Act in reliance on such a notice as they apply to a possession claim made on the ground in term 14.1 in reliance on a notice under term 9.1

19.3 In any possession notice the landlord gives to the contract-holder, the landlord may rely on events which occurred before the end of the fixed term standard contract.