

Large print

# Contract Guide

united  
welsh

This guide has more information to explain your Occupation Contract for renting your home with United Welsh.

**Your contract outlines your rights and responsibilities as a contract-holder. We, both you and United Welsh, must follow the terms of the contract.**



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## Your contact details



It is very important that United Welsh has the **correct contact details** for you. This is so we can talk to you about your contract if we need to.

### What is this about?

United Welsh must have your correct contact details

### What do I need to do?

Tell United Welsh of changes to my contact details

## You must provide:



Your name



Your phone number



Your email address

If these details change, you must tell us. You must also keep us updated about who is living with you.

You can update your contact details and information about who lives with you on the TED app. You can also contact us for help to update your details on our system.

If you would like to know more about how we manage information and data, visit **[www.unitedwelsh.com](http://www.unitedwelsh.com)**.



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## Consent for changes at home



Before making some **changes at home**, such as installing CCTV or running a business from your property, you must ask United Welsh for consent<sup>1</sup> before doing it.

### What is this about?

You must ask United Welsh for permission to make some changes in and around your home

### What do I need to do?

Contact United Welsh for a consent form

### This is a list of what you must gain consent for:

- Adding a joint contract-holder. A joint contract-holder would share the responsibilities of the contract with you
- Giving your contract to another person
- Installing CCTV
- Having a pet
- Running a business from home
- Installing or removing the unit and / or components for a gas, electricity, water or other fuel supply
- Removing fixtures and fittings (things that come with the property)
- Creating a sub-contract (if you were a tenant with United Welsh before 1st December 2022)

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<sup>1</sup> Consent is permission for something to happen or agreement to do something.

## **If you have a secure contract with United Welsh, you must also gain consent for:**

- Making significant alterations to the property. This means big changes. If you are not sure whether the change you want would be a 'significant alteration', you must contact us
- Adding or removing a shed, garage or other structure
- Giving your contract to a potential successor
- Swapping homes with another contract-holder

## **Asking for consent**

Contact United Welsh. Ask for a consent form.



Return the form to United Welsh. It must be returned by one of the ways described. It will not be accepted through a different path.



On receipt of the form, United Welsh has one month to decide or 14 days to ask for more information.



If more information is requested, you must provide it within 14 days.



United Welsh has one month to decide from the date of receiving more information.



You will either be told you have consent from United Welsh; consent with conditions, or you do not have consent.

If United Welsh does not give consent, we must tell you why and explain our reasons. If we don't give you a decision within one month (following the process above) then you have consent to make the changes you asked for.

## **Consent is not given, or given with conditions**

You can request a review of our decision if you are not happy with the conditions, or if we said no, within 14 days.

A review will be done by the line manager of the decision maker within 28 days of your request. They will write to you to update you on their decision. If you are still unhappy with the decision after the review, you can apply to court. This means you would ask the court to order United Welsh to give consent or consider the reasonableness of the conditions. You would pay the court costs for this.



### **Consent for changes at home: Things to remember**

- You must ask United Welsh for consent to make some changes at home
- Contact United Welsh for a consent form and send it to us
- United Welsh may ask for more information before saying yes or no, or saying yes with conditions
- If you are not happy with the decision from us, you ask for it to be reviewed
- If you are not happy after the review, you can apply to court.

## Related links

Welsh Government FAQs

**<https://gov.wales/renting-homes-frequently-asked-questions-tenants#section-96352>**

## Passing on your home after death



Succession means that when you die, you can pass your home on to another family member or carer who lives with you.

### What is this about?

Who can live in your home after your death

### What do I need to do?

Tell United Welsh who lives with you and their relation to you

Keep records about who lives with you

Tell us who you would like to pass your home to

For your home, a **successor** is the person who can take up your contract with United Welsh after your death. This means they will become responsible for the contract and can remain living in the home. A **succession** is the actions and process for this person to inherit your contract.

If there is a **joint contract-holder** for your home, they will keep their contract for the property.

## Who can be a successor?

There are two types of successor for your contract.

### 1. A **priority** successor

- Spouse (husband or wife)
- Civil partner
- Someone who lives with you as a spouse or civil partner



This person must live with you and your home was their only or principal<sup>2</sup> home at the time of your death.

The priority successor would inherit your contract first (if there is no joint contract-holder.)

## **2. A reserve successor**

- A spouse or civil partner, or someone living with you as a spouse or civil partner, that is not a priority successor
- A family member
- A carer

**There are rules about who is allowed to be a reserve successor.**

**For a spouse or civil partner, they must:**

- ✔ Not be a priority successor
- ✗ Have lived with you and it was their only or principal home at the time of your death.






**For family members, they must:**

- ✗ Not be a priority successor
- ✔ Be your parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. This includes half-siblings, step-children and relationships by marriage
- ✔ Have lived with you and it was their only or principal home at the time of your death
- ✔ Have lived with you for 12 months prior to your death.

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<sup>2</sup> Principal means first in order of importance, the person's main home

## For carers, they must:

-  Not be a priority successor
-  Provide or intend to provide a large amount of care to you on a regular basis\*
-  Have been a carer for you or a family member living with you at any time in the 12 months prior to your death
-  Have lived with you and it was their only or principal home at the time of your death
-  Have lived with you for 12 months prior to your death

\* This doesn't include care provided because of a contract, such as an employment contract.

## People aged under 18 or people with a sub-contract cannot be a successor.

### Two successions

Your home can be passed on a maximum of **two** times.

If there is a priority successor and a reserve successor:  
The priority successor takes up your contract first, and then the reserve successor takes the contract after the priority successor's death

**or**

If there is a priority successor only: The priority successor takes up the contract and it ends after their death

**or**

If there is a reserve successor only: The reserve successor takes up the contract and it ends after their death.

If there are two or more priority successors or two or more reserve successors, the successors may agree who

takes up the contract. If they don't agree or don't tell United Welsh who will take up the contract, United Welsh can decide.

If United Welsh decides, the successor(s) who did not take up the contract can appeal to court within four weeks of United Welsh notifying them that they were not selected.

## **When will succession happen**

The contract for your home will become the successor's responsibility one month after your death. They will receive a new contract outlining their responsibilities as the contract-holder within 14 days.

The successor cannot give notice to end the contract within six months of succeeding if there are any other eligible successors.

## **Keeping records and updating your details**

You must keep records that prove who lives with you. For example, bills showing their name and address.

It is your responsibility to prove who can live in your home after your death, so please keep documents safe. You must also keep United Welsh informed about who is living with you and their relation to you.



## **Passing on your home after death: Things to remember**

- If there is a joint contract-holder for your home, they will take up the contract after your death
- Your home can be passed on up to two times, first to a priority successor and then to a reserve successor
- There are rules about who can be a successor and when they can take up your contract
- You must keep documents and records that prove who lives with you. This will help prove who your home can be passed to after your death
- Your contract will become the successor's responsibility one month after your death
- Tell United Welsh who you would like to pass your home to and we will check if they are eligible to take up your contract.



## Keeping your home fit to live in



United Welsh must make sure that your **home is fit** to live in. You must also take care of the property, keeping it clean and in good condition.

Celtic Horizons provides repairs and maintenance for United Welsh.

If a repair is needed or your home is damaged, please contact Celtic Horizons as soon as possible. They will advise you about how to do the repair or arrange for the team to do it.

## Repairs, safety and electrical testing

Where your contract refers to 'fitness for human habitation', this is about United Welsh making sure your home is working and safe.

The Renting Homes Act outlines 29 circumstances that we must consider to keep your home fit to live in.

The sooner we know if any concerns or issues at your home, the sooner we can help to sort it, so please contact Celtic Horizons:

- Call 0330 159 6080 (press 1); or
- Message on the TED app

### What is this about?

Keeping your home safe and in good condition

### What do I need to do?

Report repairs and damage as soon as possible

Let staff and contractors enter your home to do repairs and safety checks

Keep instructions for how to use your energy systems

## **To keep your home safe, we must:**

- Carry out an electrical safety inspection at least once every five years and give you a copy of the inspection report
- Fit a hard-wired smoke alarm on each floor of your home
- Fit a carbon monoxide alarm in each room of your home where there is a gas appliance



We will also check these alarms are working in an annual safety inspection at your property. This will include checking your heating system and providing you with a gas safety certificate if your home has a gas boiler.

## **Access to your home**

You must allow our staff and contractors to enter your home for repairs and safety checks. We will agree a date and time with you in advance.

If you do not give our staff or contractors access to your home at the date and time agreed, we may re-charge you for the missed appointment.

## **Re-Charges**

If United Welsh has to pay to repair something that you are responsible for, such as damage caused by you or a visitor, we will charge you for the cost of the work.

This might include repair work that was done after your contract ends if the damage happened while you were contract-holder for the property.

## Greener homes

Your contract refers to our net zero carbon strategy. Homes are responsible for around 20% of carbon emissions in the UK, so it is important that United Welsh plays its part to build green homes and make our other homes kinder to the environment.

For example, new homes built by United Welsh do not use gas for heating. Please make sure you keep all the instructions provided for using the energy systems in your home.

If you live in an older property, United Welsh will work with you in the years ahead to change the fabric and systems in your home.



### **Keeping your home fit to live in: Things to remember**

- It is important that you keep your home clean and in good condition
- Repairs and damage must be reported to Celtic Horizons as soon as possible
- You must allow our staff and contractors to enter your home to do repairs and annual safety checks
- You may be charged for repair work if you, or someone living with you or visiting you, caused the repair or damage
- Keep instructions provided for how to use your energy systems

## Related links

**<https://www.legislation.gov.uk/anaw/2016/1/section/91>**

Fitness for human habitation – Guidance for contract-holders

**<https://gov.wales/fitness-human-habitation-guidance-tenants-contract-holders-html>**

United Welsh's Green Goals

**<https://www.unitedwelsh.com/green-goals/>**



## Anti-social behaviour



In your contract, the term **'prohibited conduct'** is about **unacceptable, anti-social behaviour**. If you behave in a way that United Welsh considers to be prohibited conduct, we can take action to end your contract.

### What is this about?

Unacceptable behaviour at your home and in the community

### What do I need to do?

Be aware that United Welsh can apply to court to end your contract if you behave anti-socially.

This is a list of the types of behaviour which we do not consider acceptable. This list is not exhaustive<sup>3</sup>.

1.	Vandalise or deliberately damage your home. This includes any shared communal areas with neighbours and any of United Welsh's other homes or offices. You will be responsible for paying for the repairs.
2.	Allow any animal, bird, insect, reptile or other pet to cause nuisance or annoyance to any person or property. If this happens, United Welsh can withdraw consent for keeping the pet, or from keeping a pet at all. Dogs must be kept on a lead when outside your home. They must not foul in any shared communal areas.

<sup>3</sup> Exhaustive means to include all possibilities

3.	Park anywhere where your vehicle would cause an inconvenience to anyone or damage United Welsh's land. Vehicles must always be parked with consideration for others using the road. They must not block other vehicles or obstruct emergency services.
4.	Park any untaxed or unroadworthy vehicle on the land around your home, in any shared parking areas or on the road.
5.	Park any caravan, trailer, boat, commercial vehicle, HGV, quad bike or mini motorbike in any shared parking areas or on any land around your home unless you have consent from United Welsh. We may give consent with conditions and we may withdraw consent if we have good reason.
6.	Carry out repairs to a vehicle if this may cause a nuisance or damage to any property.
7.	Allow or permit someone visiting you to park in residents only parking areas.
8.	Park, use or drive any non-road legal quad bike, mini motorbike or any other vehicle which may not be legally driven on a road in the area around your home or on any land owned by United Welsh.
9.	Park or charge mobility scooters in any shared communal areas around your home unless you have consent from United Welsh. We may give consent with conditions and we may withdraw consent if we have good reason.
10.	Damage existing trees, plants and other shrubs. You must not allow trees, plants and shrubs to overhang footpaths or go onto your neighbour's land. Hedges must be looked after and not be taller than six feet.

11.	Leave rubbish waste anywhere other than in the bins or other facilities provided for waste collection. Refuse bags or bins should not be out for collection before 6pm the day before they are to be collected.
12.	Store inflammable substances, bottled gas, paraffin, petrol or any other dangerous goods in your home, shared communal areas or landed owned by United Welsh.
13.	Install CCTV equipment at your home without the consent of United Welsh.
14.	Smoke in any shared, communal areas indoors.

## **Behaviour with others**

You must not abuse, threaten, harass, cause a nuisance to, annoy or disturb any other person.

This includes:

- Neighbours
- Their family and visitors
- Any of United Welsh's contract holders
- Anyone else in the local area
- United Welsh staff, contractors and volunteers
- Behaviours that interfere with United Welsh's abilities to manage your contract or other people's contracts is unacceptable.

## **You also must not:**

- ⊗ Cause or threaten violence to people living in your home, including your partner or the family of your partner. Domestic abuse in various forms can be

- ⊗ classed as prohibited conduct (such as physical, sexual, psychological, emotional or financial abuse)
- ⊗ Use your home, any shared communal areas or the local area for any criminal activity, such as possessing, selling or using drugs or other controlled substances, or storing or selling stolen goods
- ⊗ Cause or allow any noise nuisance. A noise nuisance is any excessive<sup>4</sup> noise at any time that can be heard outside your property or in the shared communal areas which might cause a nuisance or annoy other people.



If you think a United Welsh contract-holder is behaving in a way that would be considered prohibited conduct, please report it to us and we will advise you.

### **Anti-social behaviour: Things to remember**

- Your contract talks about ‘prohibited conduct’. This means unacceptable anti-social behaviour
- If you behave anti-socially, United Welsh can take action to end your contract
- If you experience anti-social behaviour by a United Welsh contract holder, report it to us.

## **Related links**

Section 55 – Renting Homes (Wales) Act 2016

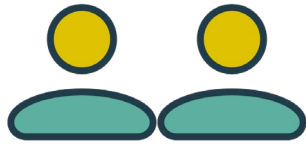
<https://www.legislation.gov.uk/anaw/2016/1/section/55>

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<sup>4</sup> Excessive means more than is necessary, normal, or desirable

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## Joint contract-holders



**A joint contract-holder** is someone who also has a contract for renting your home with United Welsh. Each contract-holder shares the responsibilities of following the contract, such as paying rent and caring for the home.

### What is this about?

People who share responsibility for their contract with other people

### What do I need to do?

Be aware that joint contract-holders can be added; withdraw from their contract, or have their contract ended.

## Adding a contract-holder

To add a contract-holder to your home, you must ask United Welsh for consent.

If United Welsh agrees to a new joint contract holder, everyone involved (you, the new contract holder and a staff member of United Welsh) must sign a document.

United Welsh may say no to adding a contract holder to your home. We can say no if we think it is reasonable to refuse under Schedule 6 of the Renting Homes (Wales) Act 2016.

## Transfer your contract to a joint contract-holder

- If you are a joint contract holder, you can give your part of the contract to another joint contract-holder
- This is known as transferring your contract and if you transfer, you give up all your rights and responsibilities for the property

- You must get consent from United Welsh to do a transfer and we may give conditions before agreeing. For example, you may be asked to pay any rent that is owed before a transfer is allowed.

### **If a joint contract-holder wants to end their contract**

A joint-contract holder must notify United Welsh if they wish to end their contract.

They do this officially by submitting a 'withdrawal notice'

- They must also inform other joint contract-holders that they wish to end their contract by sending them a 'written warning'
- United Welsh cannot end a joint contract based on the act of one of the joint contract-holders without communication with the other(s).
- The minimum notice period for a joint contract-holder to end their contract is one month
- A joint contract-holder can also ask United Welsh to pass their contract to another person.



A joint contract-holder (J) sends a withdrawal notice to ask United Welsh to end their contract



The minimum notice required to end a contract is one month. The withdrawal notice must say what date J wants to end the contract



J must give a 'written warning' to other joint contract-holders (O) in writing to notify them that they want to end the contract. This must be done at the same time the withdrawal notice is given to United Welsh and must have the withdrawal notice given to United Welsh attached



United Welsh also sends a written warning to the O which has the withdrawal notice attached. United Welsh must do this as soon as reasonably practical after receiving the withdrawal notice

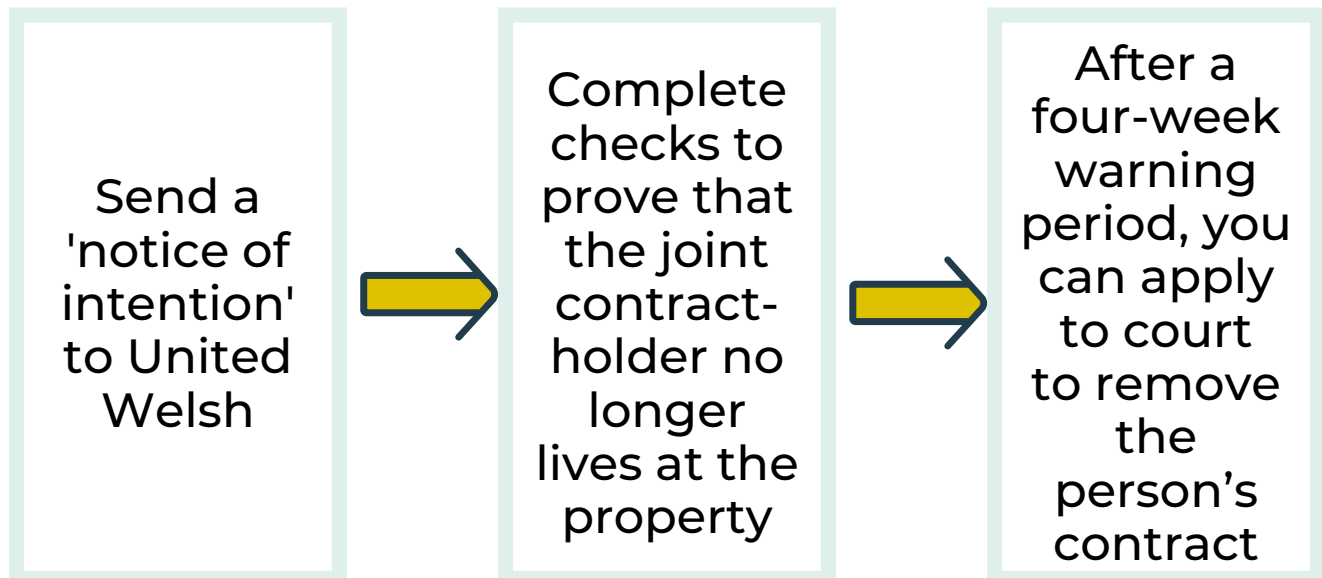


From the agreed withdrawal date, J is no longer a contract-holder

## Removing a joint contract-holder

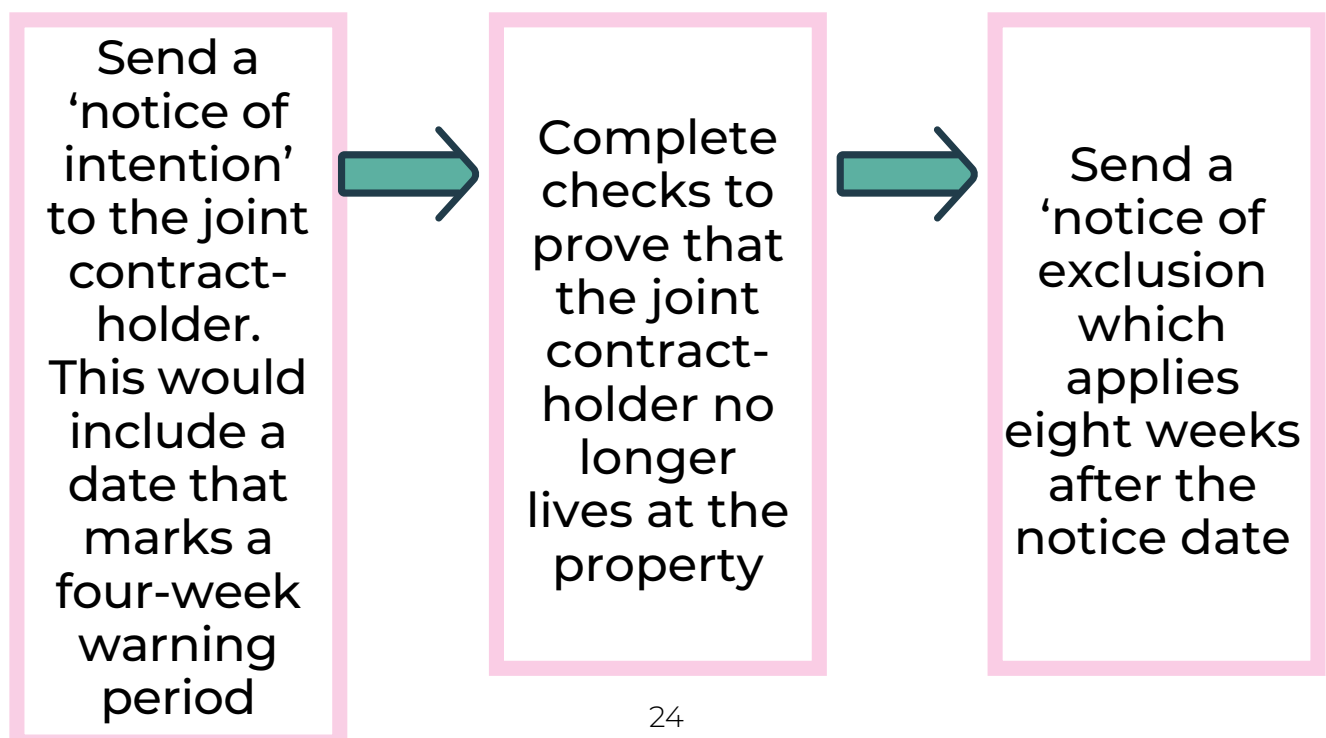
**1.** A joint contract holder can request for another joint contract-holder's contract to end because they don't live at the property anymore.

### If you wanted to do this, you would:



**2.** United Welsh can also remove a joint contract-holder because they don't live at the property anymore.

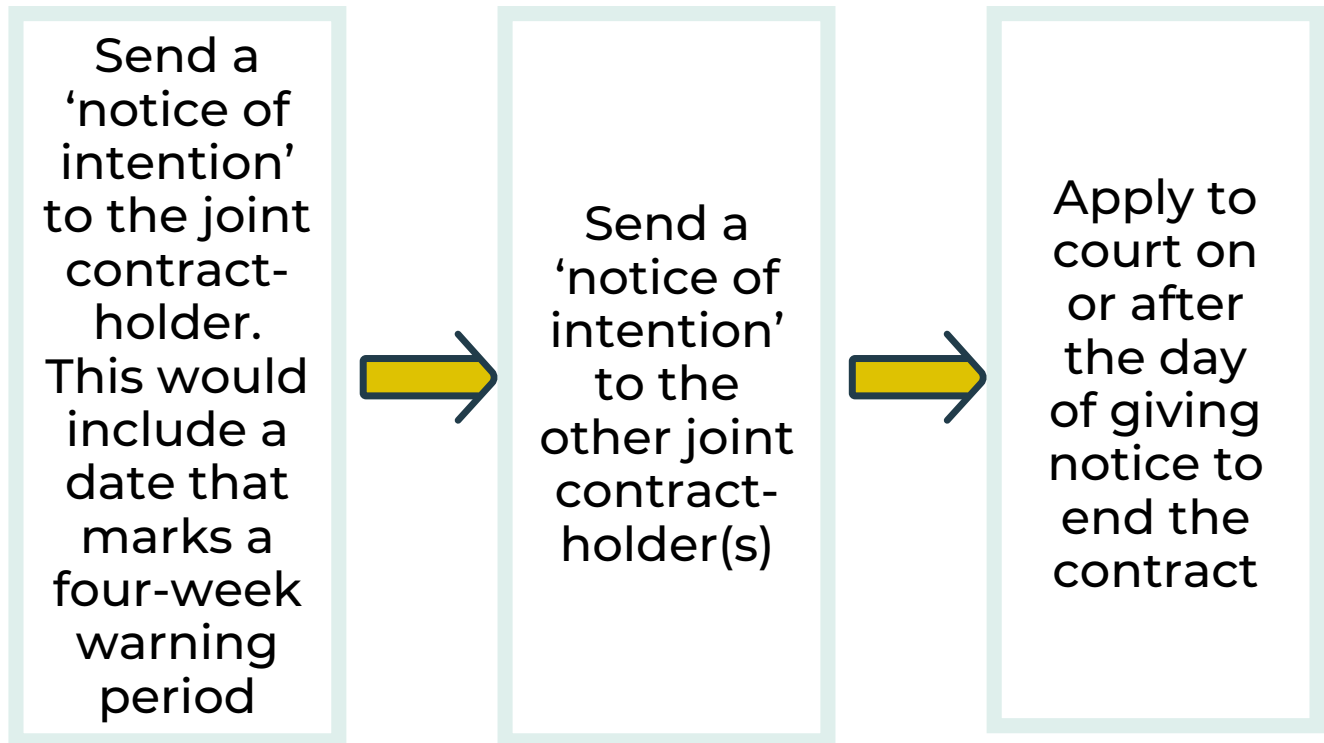
### To do this, United Welsh would:





**3.** United Welsh can remove a joint contract-holder because they have behaved anti-socially.

To do this, United Welsh would:



If a joint contract-holder dies, all rights and responsibilities for the contract remains with the surviving contract holder(s).

#### **Joint contract-holders: Things to remember**

- To add a contract-holder for your home, you must ask United Welsh for consent
- United Welsh may say no to adding a joint contract-holder if we think it is reasonable under Schedule 6 of the Renting Homes Act
- A joint contract-holder who wants to end their contract must submit a 'notice of withdrawal' to United Welsh and other joint contract-holders

- A joint-contract holder or United Welsh can submit a 'notice of intention' to end a joint contract-holder's contract if they do not live at the property anymore
- United Welsh can apply to court to end a joint contract-holder's contract if they behave anti-socially
- A joint contract-holder can transfer their contract to another joint contract-holder

### **Related links**

Schedule 6 - Renting Homes (Wales) Act 2016

**<https://www.legislation.gov.uk/anaw/2016/1/schedule/6>**

Welsh Government FAQs

**<https://gov.wales/renting-homes-frequently-asked-questions-tenants>**

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## Ending your contract



If you are moving on from your home, you must contact United Welsh to

end your contract. The minimum notice period to end your contract is four weeks.

### What is this about?

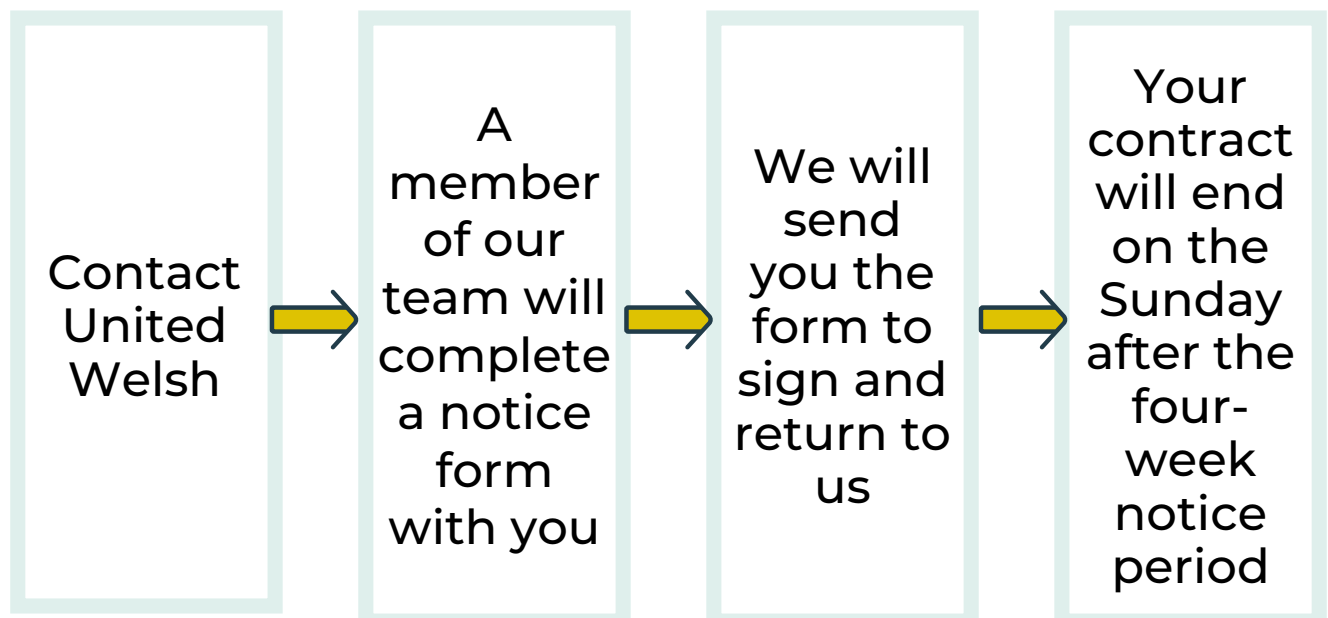
How to end your contract with United Welsh

### What do I need to do?

Tell us with a minimum of four weeks' notice

Once your contract ends, you have no right to enter or live in the property. However, you must pay any rent you owe and you may also have to pay for repairs or damage caused to the property while you were the contract-holder.

## How to give notice to end your contract



You cannot end your contract if you are a successor to the contract and the contract became your responsibility within the last six months.

## **How United Welsh can end your contract**

**1.** If you break the terms of your contract, we can take action to end it.

A ‘possession claim’ is the process that United Welsh follows to apply to court to end your contract. For example, United Welsh can start a possession claim if you behave anti-socially or if you are in serious rent arrears<sup>5</sup>.

**2.** If you abandon your home, United Welsh can end your contract and we do not need to apply to court to do so. We will serve you with a four-week warning notice, do checks and then notify you that your contract has ended.

If United Welsh wants to end your contract at the property, we can do this by giving you notice that your rights to the property will end on a date specified. This way of ending a contract only applies to people on standard contracts. There are restrictions<sup>6</sup> for when it can occur.

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5 A possession claim on the ground of serious rent arrears only applies to contract-holders that have a standard Occupation Contract with United Welsh.

6 Restrictions means limiting conditions or measures, something that limits someone’s actions

### **Ending your contract: Things to remember**

- If you no longer want to live in your home, you must tell United Welsh that you want to end your contract
- There must be a minimum notice period of four weeks before your contract will end
- Your contract will end on the Sunday after the four-week period
- You must pay any rent you owe. You may also need to pay for repairs
- United Welsh can take action to end your contract if you break the contract terms

### **Related links**

Welsh Government FAQs

**<https://gov.wales/renting-homes-frequently-asked-questions-tenants>**



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## **Other important information**

### **Lodgers**

If you are thinking about having a lodger move in with you, you must talk to United Welsh first.

Your contract gives you the right to take in a lodger, but this will depend on the size of your home, and the number of people who are allowed to live there.

Notes