

SCHEDULE 1

(introduced by section 4)

OVERVIEW OF FUNDAMENTAL PROVISIONS
INCORPORATED AS TERMS OF OCCUPATION CONTRACTS

PART 1

SECURE CONTRACTS

TABLE 3

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H’s right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H’s rent	
Sections 91 to 93 and 95 to 99	L’s obligations to keep the dwelling in good state of repair etc.	

Status: This is the original version (as it was originally enacted).

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Sections 103 to 109	When and how contract may be varied	Sections 103(1)(b) and (2) and 108 must be incorporated without modification. Section 104 applies only to contracts under which rent is payable, and section 105 applies only to contracts under which consideration other than rent is payable.
Section 111	Withdrawal of joint C-H	
Section 113	C-H may have lodgers	
Section 114	C-H may transfer contract to potential successors	
Section 118	C-H's right to transfer to other secure C-Hs	Only applies where L is a community landlord.
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification.
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	
Sections 163 to 167	Termination by notice given by C-H	
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	

PART 2

PERIODIC STANDARD CONTRACTS

TABLE 4

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H’s right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H’s rent	
Sections 91 to 93 and 95 to 99	L’s obligations to keep dwelling in good state of repair etc.	
Sections 122 to 128	When and how contract may be varied	Sections 122(1)(a) and (2) and 127 must be incorporated without modification. Section 123 applies only to contracts under which rent is payable, and section 124 applies only to contracts under which

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FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
		consideration other than rent is payable. Sections 125(1)(b) and 126 are not incorporated into contracts that do not incorporate section 173 (L's notice).
Section 130	Withdrawal of joint C-H	
Section 145	L's right to temporarily exclude C-H from supported accommodation	Applies only to supported standard contracts (see section 143).
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Section 151	Further provision about notices requiring contract-holder to give up possession	Applies only to introductory standard contracts and prohibited conduct standard contracts.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification.
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	
Sections 168 to 172	Termination by notice given by C-H	
Sections 173 to 180	Termination by notice given by L	If section 173 is not incorporated, sections 125(1)(b), 126, 175 and 176 do not apply. Section 175 also does not apply to a contract that is within Schedule 9. If a contract incorporates section 173 and is not within Schedule 9, section 175 must be incorporated without modification. If a contract incorporates section 173, section 176 must be incorporated without modification.
Sections 181 and 182	Termination by L on serious rent arrears ground	In section 182, subsection (2) is not applicable to

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
		introductory standard contracts and prohibited conduct standard contracts, and subsection (3) is applicable only to such contracts.
Section 183	Possession claims where contract has arisen at end of a fixed term standard contract	Only applies to a contract that has arisen at end of a fixed term standard contract (see section 184(2)).
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	
Paragraph 7 of Schedule 4	Variation of secure contract addressed in written statement of introductory standard contract	Only applies to introductory standard contracts where the written statement addresses the secure contract that may arise at the end of the introductory period, in accordance with paragraph 6(2) of Schedule 4.

PART 3

FIXED TERM STANDARD CONTRACTS

TABLE 5

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 31	Landlord (“L”) must provide contract-holder (“C-H”) with written statement of occupation contract	
Sections 39 and 40	L must provide C-H with L’s name and address and other information	
Section 41	Notices and documents must be in writing	
Sections 43 and 45	Payment of deposits etc. and requirement that L uses authorised deposit scheme	Section 45 must be incorporated without modification.
Section 49	C-H may, with L’s consent, add joint C-H	

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FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 52	Rights of joint C-H where another joint C-H dies or otherwise leaves contract	Must be incorporated without modification.
Section 54	L must not interfere with C-H's right to occupy the dwelling	
Section 55	Anti-social behaviour and other prohibited conduct	Must be incorporated without modification.
Section 57	C-H may only deal with the occupation contract in limited ways	
Section 88	C-H may set off compensation L is liable to pay under section 87 against C-H's rent	
Sections 91 to 93 and 95 to 99	L's obligations to keep dwelling in good state of repair etc.	Not applicable to fixed term standard contracts made for a term of seven years or more.
Sections 134 to 136	When and how contract may be varied	Sections 134(1)(b) and (2) and 135 must be incorporated without modification. Section 135(2)(k) applies only if contract has a contract-holder's break clause (see section 189).
Section 145	L's right to temporarily exclude C-H from supported accommodation	Only applies to supported standard contracts (see section 143).
Sections 148 to 150	General provision about termination of contract	Sections 148 and 149 must be incorporated without modification.
Sections 152 to 155	Termination without possession claim	Section 155 (death of C-H) must be incorporated without modification (but not into fixed term standard contracts that contain the provision mentioned in section 139(1)).
Sections 157 to 159	Termination by L on ground of breach of contract	Section 158 (false statement inducing L to make contract) must be incorporated without modification.
Sections 160 and 161 and Part 1 of Schedule 8	Termination by L on an estate management ground	

FUNDAMENTAL PROVISION	NATURE OF PROVISION	NOTES
Section 186	Termination by notice given by L in connection with the end of the term of the contract	Subsections (2) and (4) of section 186 do not apply to a contract which does not incorporate subsection (1), or a contract that is within Schedule 9. If a contract incorporates subsection (1) and is not within Schedule 9, subsections (2) and (4) must be incorporated without modification.
Sections 187 and 188	Termination by L on serious rent arrears ground	
Sections 190 to 193	Termination by notice given by C-H under contract-holder's break clause	Only apply if contract has a contract-holder's break clause.
Sections 195 to 201	Termination by notice given by L under landlord's break clause	Only apply if contract has a landlord's break clause. Section 196 also does not apply to a contract within Schedule 9. If a contract has a landlord's break clause and is not within Schedule 9, section 196 must be incorporated without modification. If contract has a landlord's break clause, section 196 (breach of deposit rules) must be incorporated without modification.
Section 206	Effect of order for possession	
Section 231	Termination of contract which has joint C-Hs	