

# License/Lodger agreement

For use where the occupier/lodger rents a room in the landlord's own home

**Dated:**

**The Landlord:**

Referred to as 'we' or 'us' in this agreement (even if the landlord is one person).

**The Lodger:**

Referred to as 'you' in this agreement.

**This agreement** is intended to create an a license and not a tenancy. The reason for this is that the you, the occupier or lodger, are renting a room in our (your landlords) own home, and we are entitled to go into your room on a daily basis (respecting your privacy at all times) to provide the cleaning and other services as set out below and to view and inspect the room.

**This agreement is personal to you, cannot be assigned, and will end automatically if you stop living at the property or if one months/four weeks\* or more rent is due and unpaid.**

**The Property:**

**The Room:** This is the room (~~s~~) that we have agreed that you will use.

**The shared areas:** These are the areas of the Property which we have agreed you can use on a shared basis with us, and with anyone else living in the property.

**The services:** This means the services which we have agreed to provide to you, which will include:

**The Period:** months/~~weeks~~\*, beginning on  
and ending on

**Early termination** [Either of us can end this agreement early by giving to the other written notice of not less than one month/four weeks\*.]

**The Rent:** per ~~week~~/month\*

This is payable in advance on  
and is in respect of the room and the services (if any).

**The Deposit:**

**The Inventory:** This is the list of our possessions in your room which has been signed as agreed by us both.

## Important note:

You are responsible for the behaviour of everyone who lives in or visits you at the Property. Therefore, for example, if something is damaged by one of your visitors, we can claim the cost of repair from you, rather than from the visitor. It may be possible for you to claim repayment from the

visitor but this is something you will have to do yourself.

When this agreement says that you must do or must not do anything, this will automatically include all your visitors.

## Terms and conditions

### 1. Payments, utilities and costs

**1.1.** You must pay the rent at the times and in the manner set out above.

**1.2 .** You are not entitled to withhold payment of any rent or any other money due to us because you have paid a deposit.

**1.3 .** If the Property is destroyed or becomes uninhabitable, this agreement will end. However if this happened because of something you did or did not do, then we are entitled to claim against you for compensation.

**1.4.** You must pay interest at the rate of 8% (which is the same as the rate prescribed under s69 of the County Courts Act 1984 for County Court judgments) on any rent or other money which you owe to us and which

remains unpaid for more than 14 days, interest to be paid from the date the payment fell due until you pay the money to us.

**1.5.** During the Period you will make a reasonable contribution towards to the cost according to use, of all ~~@ææ \* EAA~~  
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**1.6 .** You must pay any reasonable costs and expenses (which must be reasonable both in amount and in nature) which we have been put to, where you have not carried out your responsibilities under this agreement.

### 2. The deposit

(Note, if no deposit has been paid, this section will not apply.)

**2.1.** Your deposit will be held by us for the whole of the time you are living in the property.

**2.2.** You will get the deposit back when you leave, so long as you have kept all the terms and conditions set out in this agreement, and paid all the rent and any bills due to us. If this is not done, then we will be entitled to deduct from the deposit any unpaid rent and other payments legally due to us, reasonable compensation if you have broken any of these terms and conditions, and the reasonable cost of dealing with any damage which is not caused by 'fair wear and tear'.

**2.3.** The deposit will be paid to you, less any deductions, at the forwarding address provided to us when you leave, as required by clause 6.2 of this agreement. We shall not have to pay the deposit to you until we have had a reasonable opportunity of assessing the cost of any necessary repairs which you are responsible for paying and of any other sums due to us. However we shall not, save in exceptional circumstances, be entitled to withhold repayment of the deposit money for more than 28 days.

**2.4.** You will not be entitled to any interest payable on the deposit money.

*Note: Deposits for lodgers are not protected under the statutory tenancy deposit*

*schemes, as these only apply to assured shorthold tenancies.*

### **3. Using the Property**

- 3.1.** You must keep your room clean and tidy, look after the items on the inventory, and not damage anything, either in your room or anywhere else in the property.
- 3.2.** You must also keep any shared areas clean and tidy, and free from obstructions, and take reasonable care when using items which do not belong to you.
- 3.3.** You must not make any alteration or addition to your Room or to any other part of the property, or do any redecoration without our permission in writing.
- 3.4.** You must not keep any dangerous or flammable goods (those that easily catch fire), materials or substances in your room or the Property, apart from those needed for general household use (such as matches).
- 3.5.** You must not use any form of heating other than the heating system provided by us. In particular you must not use any oil or liquid petroleum gas fires.
- 3.6.** [You must not smoke anywhere in the property]
- 3.7.** You must use the Property as a private residence only. This means that you must not carry out any profession, trade or business in your room or anywhere in the Property.
- 3.8.** You must not share or sub-let your room, or allow anyone else to sleep in your room or elsewhere in the Property, unless you have our written consent

### **4. Insurance**

- 4.1.** We will insure the Property and any contents that belong to us, and will make reasonable efforts to arrange to repair any damage caused by an insured risk as soon as possible.
- 4.2.** You must not do anything on or at the Property that will in any way affect the insurance of the Property and its contents, or which will increase the premium that we have to pay. If you do not follow this clause

**3.9.** You must not do anything on or at the Property that:

- 3.9.1** . causes or is likely to cause a nuisance or annoyance to anyone else living in the Property or anyone who owns or lives in nearby premises
- 3.9.2** . is illegal or immoral
- 3.9.3** . allows strangers unsupervised access to any part of the Property

You will be responsible for paying (as far as is reasonable) for all losses we, and anyone else, may suffer as a result of you not following this condition.

- 3.10.** You must not keep any pet or any kind of animal at the Property unless you have our written permission (which we will not refuse or delay without good reason).
- 3.11.** You will not have exclusive possession of your room, and we will be entitled to enter it at all reasonable times to carry out the agreed services (if any) and to inspect its condition, and carry out any necessary repairs.
- 3.12.** The identity of any other occupiers in the property shall be at our absolute discretion. If necessary we reserve the right to ask you to move to another room in the property.

you will have to re-pay to us, for the period of time you are living at the Property, any extra amount we have to pay for our insurance premium, which is due to your conduct or the conduct of anyone you have allowed to visit the Property.

- 4.3.** To enable you to comply with clause 4.2 above, we will supply you with a copy of our insurance policy or an extract of the relevant parts on request

**4.4.** You will be responsible for arranging and paying the premiums for any insurance cover for your personal belongings.

## **5. Ending this agreement**

**5.1.** This agreement, which is personal to you and non assignable, will end automatically if you stop living at the property or if more than one months rent (where rent is paid monthly) or four weeks rent (where rent is paid weekly) are due and unpaid.

**5.2.** Provided the Early Termination section on the first page of this agreement has not been deleted, either of us may end this agreement before the end of the Period by serving not less than one months written notice on the other. Where the rent is payable weekly, this period will be four weeks.

**5.3.** If we agree, you will be able to continue to live in the Room at the Property after the end of the Period, on a month by month basis where rent is paid monthly, or on a week by week basis where rent is paid weekly. This will be subject to written notice to terminate from either party. Where rent is paid payable monthly the notice period will be one month, were rent is payable weekly the notice period will be four weeks. These terms and conditions will continue to apply.

**5.4.** The notice period referred to in clauses 5.2 and 5.3 above may expire at any time, but if it ends during a rental period you will be responsible for paying us a proportionate part of the rent for that period.

## **6. Leaving the Property**

**6.1.** When you leave, the room must be left in the same clean and tidy condition as it was when you first moved in

**6.2.** You must provide us with a forwarding address and telephone number before leaving.

**6.3.** You must remove all rubbish and all personal items (including your own furniture

and equipment) from your Room and from the Property and return all keys.

### **Signed:**

**Our signature (landlord):**

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.....

**Your signature (lodger):**

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### **Additional notes:**