

Lodger Agreement for a licence for non-exclusive occupation of a room in a furnished property shared with resident landlord

IMPORTANT NOTE:

This is a legally binding document. Before you sign it you should read it carefully to ensure that it contains everything you want and nothing unacceptable to you. Once it is signed you may have long-term obligations, and you might find it difficult to escape from these commitments. If you do not understand any part of this agreement or your legal obligations then you should seek advice from a solicitor or other qualified legal advisor, a law centre or housing advice service, or a citizen's advice bureau.

This lodger agreement may be used for an individual or a couple entering into an agreement to occupy a room in a property in England where the owner lives in the property as their main

home. While every care has been taken when drafting this agreement, only a court can decide what the legal effect of a contract term is. The University of London does not guarantee the legal effect of this agreement and shall not be held responsible for the consequences of the use of, or reliance on, this agreement, including for any financial loss suffered by any licensor, occupier or other person. You should take independent legal advice if you are in any doubt about the implications of using this document.

AGREEMENT FOR NON-EXCLUSIVE OR SHARED OCCUPATION

This LODGER AGREEMENT is made up of the details about the parties and the agreement in Part 1, the Terms and Conditions printed below in Part 2, and any Special Terms and Conditions agreed between the parties which have been recorded in Part 3, whereby the Room is licensed by the Householder and taken by the Lodger during the Term upon making the Accommodation Payment.

PART 1 - PARTICULARS

***PROPERTY:** *(write the address of the property where the Lodger and Householder will be living)*

ROOM: means the room or rooms in the Property which as the Householder from time to time allocates to the Lodger

SHARED AREAS: the rooms in the Property which the Householder has agreed may be used by the Lodgers (along with any other people who live in the Property, including the Householder) which are: the entrance hall, staircase and landings of the Property, the kitchen for cooking eating and the storage of food, the lavatory and bathroom, the sitting room, the garden (where applicable). ***Should the Lodger not be allowed to use any of these areas or there are any additional Shared Areas in the Property they can use, this should be reflected in Part 3: Property Rules and Services and Any Additional Terms***

***HOUSEHOLDER:** *[insert full name(s) of licensor(s)]* (“the Householder”)

***LODGER:** *[insert full name(s) of lodger(s)]* (“the Lodger”)

***START DAY:**

***END DAY:**

***TERM:**

***ACCOMMODATION PAYMENT:**

*PAYMENT DAY: The ___st/nd/rd/th day of each month. The first payment is paid on or before [START DAY].

*DEPOSIT:

EARLY TERMINATION:

Either party may at any time end this Agreement earlier than the End Date by giving notice in writing of at least one calendar month ending on the day before a Payment Day.

*UTILITY COSTS: *EITHER*

Included in Accommodation Payment

OR

The Lodger agrees to pay a reasonably calculated and proportionate share of the Utilities as listed under Part 3 of this agreement.

Any Utilities not listed as payable by the Lodger in Part 3 of this agreement are included in the Accommodation Payment.

Note: The Householder may not require the Lodger to pay any charge which is not a permitted payment under the Tenant Fees Act 2019.

Part 2 - Terms and Conditions

NOW IT IS AGREED as follows:

1. About the Licence to Occupy a Room in the Property

- 1.1. The Householder permits the Lodger to occupy the Room until either party ends the arrangement as provided for under clause 9 of this agreement.
- 1.2. The Lodger will occupy the Room personally and shall not share the Room with any other person, except where the Lodger has asked to share the Room with another person and the Householder has agreed in writing (in *Part 3: Property Rules and Services and Any Additional Terms*) that this person (the “Permitted Occupier”) may occupy the Room with Lodger during the Term.
- 1.3. The Lodger shall have use of the Contents in the Room, an inventory of which will be prepared by the Householder and provided to the Lodger.
- 1.4. The Lodger may use the facilities of the Shared Areas of the Property in common with the Householder (and the other Lodgers of the Householder) but only in conjunction with their occupation of the Room under this agreement.
- 1.5. This agreement is not intended to confer exclusive possession upon the Lodger nor to create the relationship of landlord and tenant between the parties. The Lodger shall not be entitled to an assured tenancy or a statutory periodic tenancy under the Housing Act 1988 or any other statutory security of tenure now or when the licence ends.
- 1.6. This agreement is personal to the Lodger, cannot be assigned to any other party, and can be terminated by either party on notice or without notice in the case of serious breaches of the agreement.
- 1.7. It is a condition of this agreement that the Lodger maintain a “Right to Rent” as defined by the Immigration Act 2014 at all times during the Term.

2. Lodger Obligations

The Lodger Agrees with the Householder:

2.1. Payments

2.1.1. To pay the Accommodation Payment at the times and in the manner set out above.

2.1.2. To pay simple interest at the rate of 3% above the Bank of England base rate (as in force from time to time) upon any payment or other money lawfully due from the Lodger under this Agreement which is not paid to the Householder within 14 days after the due date for payment, for the period starting on the due date until payment (both before and after any judgment).

2.2. Utilities

2.2.1. Where the Householder has agreed to provide the Utilities and for the Lodger's contribution towards these costs to be made through the Accommodation Fee, to make only reasonable use of the Utilities consistent with ordinary residential use by a single occupier (or two occupiers where a Permitted Occupier also resides in the Room).

2.2.2. Where the Householder has not agreed to provide the Utilities at no additional cost to the Lodger, to make a reasonable and proportionate contribution to the cost according to use of all charges in respect of any of the Utilities or services used at or supplied to the Property. The Householder shall supply copies of any relevant bills and the basis of calculation to the Lodger upon request, and payment for Utilities shall be made to the Householder on written demand.

2.2.3. Where the Householder agrees to provide some but not all of the Utilities at no additional cost to the Lodger (beyond the Accommodation Fee) clause 2.2.1 shall apply to the Utilities which are provided at no additional cost, and clause 2.2.2 shall apply to other Utilities.

2.3. Use of the Property

2.3.1. Not to use or occupy the Room in any way whatsoever other than as a private residence;

2.3.2. Not to let or purport to let or share any rooms at the Property or take in any lodger or paying guest or, without the consent of the Householder (not to be

unreasonably withheld) to permit any person to sleep or stay at the Property. With the Householder's prior permission in each case, the Lodger is allowed to have occasional overnight visitors who may remain in the Room and may make use of the same facilities in the Property as the Lodger enjoys. The permitted length of stay of any overnight visitor is to be negotiated with the Householder;

2.4. Maintenance

2.4.1. To keep the interior of the Room and all other Shared Parts (including the lavatory and bathroom) in good and clean condition and to make good any damage caused there.

2.4.2. To keep the Contents in good condition and shall not remove any articles from the Room.

2.4.3. To make good all damage to the Contents and replace with articles of a similar kind and value any items broken or damaged by the Lodger as reasonably requested by the Householder

2.5. Activities at the Property

2.5.1. Not to smoke cigarettes, cigars, pipes or any other substances in the Property.

2.5.2. To cook at the Property only in the kitchen;

2.5.3. Not to keep any pet or any kind of animal at the Property without the Householder's prior consent;

2.5.4. Not make any alteration or addition to the Room or without the Householder's prior written consent do any redecoration or painting of the Room;

2.5.5. Not do or omit to do anything on or at the Property which may be or become a nuisance or annoyance to the Householder or any other occupiers of the Property or sharers or occupiers of adjoining or nearby premises or which may in any way prejudice the insurance of the Property or increase the insurance premium payable by the Householder;

2.5.6. To ensure that the Room is cleaned weekly and that all rubbish is disposed of daily, sorted in accordance with any locally applicable recycling policy, and placed in the appropriate rubbish bins provided by the Householder.

2.6. Other Obligations

2.6.1. Promptly on request by the Householder, to comply with such checks and provide such documents certifying the Right to Rent of the Lodger as are reasonably required by the Householder, and to ensure that any Permitted Occupier complies with all such checks.

2.6.2. To assist the Householder to apply for any discounts or exemptions from Council Tax by providing a copy of any Student Exemption Certificate or other evidence of their status as a student (and that of any Permitted Occupier) which the Householder reasonably requires for this purpose.

2.7. At the end of the Agreement

- 2.7.1. To vacate the Room and the Property at the end of Term and leave the Room in the same clean and tidy state and condition it was in at the beginning of the Term (fair wear and tear excepted), returning all keys and any access fobs to the Property;
- 2.7.2. To provide the Householder with a forwarding address when the agreement comes to an end and remove all rubbish and all personal items (including the Lodger's own furniture and equipment) from the Property before leaving;

3. Householder Obligations

The Householder agrees with the Lodger:

- 3.1. To keep in good repair the structure and exterior of the Property and the Room (including drains gutters and external pipes) and to keep in repair and proper working order the installations (if any) in the Property for the supply of water gas and electricity and for sanitation (including basins sinks and sanitary conveniences but not the fixtures, fittings, and appliances for making use of water gas or electricity) and for space heating and heating water provided that the Householder is not required:
 - 3.1.1. to carry out any works or repairs for which the Lodger is liable, or
 - 3.1.2. to rebuild or reinstate the Property in the case of destruction or damage by fire by tempest flood or other inevitable accident, or
 - 3.1.3. to keep in repair or maintain anything which the Lodger is entitled to remove from the Property.
- 3.2. To keep in good repair and working order such fixtures and fittings as are provided by the Householder for use by the Lodger provided always that the Householder is not required:
 - 3.2.1. to repair any item broken by the negligence or misuse of the Lodger or any of his guests or invitees, or
 - 3.2.2. to repair any item unless it has been reported to him in writing and then shall be allowed a reasonable time to effect a repair or replacement, or

- 3.2.3. to replace any item with an exact duplicate and is permitted to substitute any item which reasonably accomplishes the same function.
- 3.3. To comply with the Gas Safety (Installation and Use) Regulations 1998 (as amended) by ensuring that all gas appliances in the Property are checked by a Gas Safe-registered installer on an annual basis and that a record is kept stating the defects found (if any) and the remedial action taken and that the Lodger receives a copy of the Gas Safety Certificate with 28 days of the annual check (in addition to providing a copy before the Lodger occupies the Property).
- 3.4. To ensure that all furniture and furnishings provided for use by the Lodger complies with the Furniture and Furnishings (Fire)(Safety) Regulations, 1988 (as amended).
- 3.5. To ensure that all electrical equipment supplied to the Lodger is kept in good repair and is not damaged or defective.
- 3.6. To install and keep in good working order smoke detectors in the Property, and, if there is a fixed combustion appliance in any part of the Property, to install and keep in good working order a carbon monoxide detector.
- 3.7. To ensure that all times the Room and the Shared Areas are fit for human habitation.
- 3.8. To pay the Council Tax for the Property during the Term.
- 3.9. To warrant that they have permission to take in lodgers in the Property.
- 3.10. To ensure that if the Property requires a licence under Part 2 or Part 3 of the Housing Act 2004 (that is, a selective licence or HMO licence) such a licence has been granted, or a valid application has been made and is pending.
- 3.10 To comply with the conditions of any licence granted under Part 2 or Part 3 of the Housing Act 2004.

4. Amicable Sharing

- 4.1. The Lodger shall use his or her best efforts to share the use of the Room and Property amicably and peaceably with the Householder (and the Property with such other Lodgers as the Householder shall from time to time permit to use the Property). The Lodger shall not interfere with or otherwise obstruct such shared occupation in any way.
- 4.2. The Householder and the Lodger will respect each other's reasonable needs for privacy and decency. Neither party will exercise their rights of access to any room in a way that is likely to violate such reasonable needs. Nothing in this clause is intended to grant the Lodger exclusive possession of the Room or any other part of the Property.

5. Keys

- 5.1. The Householder shall give the Lodger one set of keys to the Room (if applicable) and to the Property.
- 5.2. The Lodger will keep safe any keys or other security devices giving access to the Property or to the Room, and will pay the Householder's reasonable costs incurred in consequence of the loss of any such key, or other such device.
- 5.3. The Householder shall retain his or her own set of keys and the Householder and any persons authorised by him or her may exercise their right to use these and obtain free entry to the Room at any reasonable time.

6. Deposit

- 6.1. The Deposit will be held by the Householder during the Term. No interest will be payable by the Householder to the Lodger in respect of the deposit money.
- 6.2. The Householder is not required to protect the Deposit with a Government approved protection scheme.
- 6.3. At the end of the Term (however it ends) on giving vacant possession of the Room to the Householder the Deposit shall will be refunded to the Lodger but less any reasonable

deductions properly made by the Householder to cover any reasonable costs incurred by or losses caused to him by any breaches of the Lodger's obligations under this Agreement.

- 6.4. The Deposit shall be repaid to the Lodger, at the forwarding address provided to the Householder, as soon as reasonably practicable. The Householder shall not except where they can demonstrate exceptional circumstances retain the Deposit for more than one month (subject to the right to make deductions at clause 6.3.).

7. Uninhabitability

- 7.1. In the event of destruction to the Property or of damage to it which shall make the same or a substantial portion of the same uninhabitable, the Lodger shall be relieved from making the Payment by an amount proportionate to the extent to which the Lodger's ability to live in the Property is thereby prevented, save where the destruction or damage has been caused by any act or default by the Lodger or where the Householder's insurance cover has been adversely affected by any act or omission on the part of the Lodger.

8. Moving to another room

- 8.1. The Householder may give reasonable written notice directing the Lodger to use another room of similar size and condition to the Room in the Property. If such notice is given the Lodger must remove his or her personal belongings to the new room and must leave the old room in a clean and tidy condition. The Lodger must then use only the new room until such time as he or she is directed to move again.
- 8.2. Notice to use another room in the Property must give the Lodger a minimum of 48 hours to move or an amount of time which is reasonable in the circumstances, whichever is longer.

9. Ending this Agreement

- 9.1. **Termination for breach of this Agreement:** If at any time during the Term the Lodger is in breach of any term of this agreement, or any sums due under this agreement are more than 14 days late, or if the Lodger is declared bankrupt or enters into any form of arrangement with his creditors, the Householder may terminate this

agreement by giving 7 days' notice to the Lodger in writing to remedy the breach. If after 7 days the breach has not been remedied the landlord may terminate this agreement by giving a further 14 days' notice in writing to the Lodger.

9.2. **Break Clause:** Either party may at any time during the Term terminate this Agreement by giving to the other prior written notice of not less one calendar month expiring the day before a Payment Day. Upon the expiry of that notice this Agreement shall end with no further liability for either party except for any existing breaches.

9.3. **No automatic extension or renewal:** This agreement ends on the End Date and is not automatically renewed.

9.4. If this agreement is terminated between two Payment Days the Lodger shall only be responsible for paying a proportionate part of the Accommodation Fee for that Payment Period. The Householder agrees to refund a proportionate amount of any Accommodation Payment paid in advance which corresponds to a period when this agreement has been terminated.

9.5. At the end of the agreement any items remaining in the Property or Room which are the property of the Lodger must be removed by the Lodger. If any items (apart from perishable food) are left behind by the Lodger the Householder will make reasonable efforts to notify the Lodger and will store them for a period of 14 days, after which time the Householder will be permitted to dispose of the items as they see fit.

10. About the Legal Effect of this agreement

- 10.1. If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.
- 10.2. The Householder and the Lodger agree that this agreement shall be exclusively governed by and interpreted in accordance with the laws of England and Wales, and agree to submit to the exclusive jurisdiction of the English Courts.
- 10.3. This agreement including the attached Property Rules and Services in Part 3 embody the entire understanding of the parties relating to the Room and the Property and to all matters dealt with by any of the provisions in this agreement.

11. Definitions and Interpretation

In this agreement:

- 11.1. “the Room” means such room or rooms in the Property as the Householder shall from time to time allocate to the Lodger.
- 11.2. “the Contents” means the furniture and Householder’s possessions used by the Lodger from time to time.
- 11.3. “Deposit” means the sum set out above which the Lodger must in addition to the first payment of Accommodation Payment pay to the Householder to be held as a security against a breach of any of the Lodger’s obligations in this agreement.
- 11.4. “Householder” includes the successors in title to the Householder’s interest in the Property.
- 11.5. “Lodger” means the person or persons identified above who the Householder permits to occupy a Room in the Property under this agreement.

- 11.6. "Property" means the Property as set out above along with its exterior and common areas and includes all the Contents.
- 11.7. "Shared Areas" means the rooms in the Property which the Householder has agreed may be used by the Lodgers (along with any other people who live in the Property, including the Householder) which are set out above in Part 1 of this agreement, subject to any modification recorded in Part 3.
- 11.8. "Accommodation Payment" means the sum payable in advance from the start of this agreement in equal instalments on the Payment Days whether demanded or not.
- 11.9. "Payment Day" means the days as specified above on which the Accommodation Payment should be paid, the first such payment being due on the signing of this agreement.
- 11.10. "Term" means a fixed term between the Start Date and the End Date as set out above.
- 11.11. "Utilities" means electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, telephone, television, internet and other electronic communications and all other utilities serving or consumed at the Property.

12. In this agreement:

- 12.1. the words 'include', 'includes' and 'including' are deemed to be followed by the words 'without limitation'.
- 12.2. the word 'today' refers to the date of this agreement.
- 12.3. the word 'liability' includes all costs, claims, expenses and loss incurred or suffered by the relevant party.
- 12.4. general words introduced by the word 'other' do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters.
- 12.5. an obligation not to do something includes an obligation not to cause or allow that thing to be done.

- 12.6. an obligation on the Householder to do or not to do something in respect of the Lodger shall include a similar obligation in respect of the Permitted Occupier (if any).
- 12.7. obligations owed by or to more than one person are owed by or to them jointly and severally. This means, for example, that any one or more of the individuals jointly forming the Householder can at the Lodger's sole discretion be held responsible for the obligations under this agreement.
- 12.8. any reference to the singular shall include the plural and to 'he', 'him' and 'his' shall be taken to include 'she', 'her' and 'hers'.
- 12.9. the bold face headings and italicised drafting notes contained within square brackets are for ease of completion and reading only and are not to be used to construe the terms of this agreement.

13. In this agreement unless otherwise specified:

- 13.1. a reference to legislation is a reference to all legislation having effect in the United Kingdom at any time during the Term, including directives, decisions and regulations of the Council or Commission of the European Union, Acts of Parliament, orders, regulations, consents, licences, notices and bye laws made or granted under any Act of Parliament or directive, decision or regulation of the Council or Commission of the European Union, or made or granted by a local authority or by a court of competent jurisdiction and any approved codes of practice issued by a statutory body, and
- 13.2. a reference to a particular piece of legislation is a reference to that legislation as amended, consolidated or re-enacted from time to time and all relevant subordinate legislation made under it from time to time.

***Part 3 - Property Rules and Services and Any Additional Terms**

Note to the Lodger:

If you have any concerns about any terms which the Householder wishes to add to this agreement you should seek advice from qualified legal adviser, a law centre or housing advice service, or a citizen's advice bureau before signing the agreement.

NOTES ON SIGNING THIS AGREEMENT

The Lodger must be given copy of this agreement prior to signing it so that they have an opportunity to read and understood it and take legal advice on it.

The Lodger should inspect the Room, Property and contents and check that they are in good condition.

The Householder must explain to the Lodger that the Room and all parts of the Property will be shared with the Householder and other persons to whom the Householder grants a licence and that the Lodger shall not have exclusive possession of the Room or any part of the Property under any circumstances.

Signed by the following parties:-

*Signed by the Lodger:

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*Date:

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*Signed by the Householder:

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*Date:

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