

# Lodger Agreement

This Lodger Agreement is a licence to occupy under the common law of England and Wales. It grants permission for the Lodger to occupy a room in the Landlord's home and share common facilities.

This Agreement is made on \_\_\_\_\_ (Date of Agreement)

Between:

1. **Landlord**

Name: \_\_\_\_\_

(Landlord's Full Name)

Address: \_\_\_\_\_

(Landlord's Address)

Phone Number: \_\_\_\_\_

(Landlord's Phone Number)

Email: \_\_\_\_\_

(Landlord's Email Address)

**Bank Details for Payments:**

- Account Name:

\_\_\_\_\_

(Landlord's Account Name)

- Bank Name:

\_\_\_\_\_

(Landlord's Bank Name)

- Sort Code:

\_\_\_\_\_

(Landlord's Sort Code)

- Account Number:

\_\_\_\_\_

(Landlord's Account Number)

2. **Lodger**

Name: \_\_\_\_\_

(Lodger's Full Name)

Address: \_\_\_\_\_

(Lodger's Address)

Phone Number: \_\_\_\_\_

(Lodger's Phone Number)

Email: \_\_\_\_\_

(Lodger's Email Address)

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3. **Guarantor** (if applicable)

Name: \_\_\_\_\_

(Guarantor's Full Name)

Address: \_\_\_\_\_

(Guarantor's Address)

Phone Number: \_\_\_\_\_

(Guarantor's Phone Number)

Email: \_\_\_\_\_

(Guarantor's Email Address)

## 1. Accommodation

1.1. The Landlord permits the Lodger to occupy the room known as

\_\_\_\_\_  
(Room Number/Description) ("the Room") in the property situated at

\_\_\_\_\_  
(Property Address) ("the Property"), which is the Landlord's principal home.

1.2. The Lodger is permitted to use in common with the Landlord the following shared facilities:

\_\_\_\_\_  
(List All Shared Facilities, e.g., Kitchen, Bathroom)

1.3. The Landlord retains control and possession of the Property at all times. This Agreement does not grant the Lodger exclusive possession of any part of the Property.

## 2. Term

2.1. The Agreement shall commence on

\_\_\_\_\_  
(Start Date, e.g., "01/01/24") and continue until terminated by either party in accordance with Clause 5 ("the Term").

## 3. Rent and Bills

3.1. The rent shall be £\_\_\_\_\_  
(Monthly Rent Amount in Numbers, e.g., "£500") per calendar month ("the Rent"), payable in advance on the

\_\_\_\_\_  
(Rent Due Date, e.g., "1st") day of each month.

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3.2. The Lodger shall pay the Rent and any applicable bills by direct debit to the Landlord's bank account as detailed above.

3.3. The Lodger shall be responsible for the following bills:

\_\_\_\_\_  
(List Bills Lodger is Responsible For, e.g., electricity, gas, water, council tax)

These bills must be paid directly by the Lodger or reimbursed to the Landlord by paying the

amount £ \_\_\_\_\_

(Amount to be reimbursed). Bills must be paid in advance by direct debit.

### 3.4. Rent Increases:

3.4.1. The Landlord may propose a Rent increase by giving the Lodger at least one (1) month's written notice.

## 4. Deposit

4.1. The Lodger shall pay a deposit of

£ \_\_\_\_\_

(Deposit Amount in Numbers, e.g., "£600") ("the Deposit") to the Landlord on or before the commencement of this Agreement.

4.2. The Deposit will be held by the Landlord and returned to the Lodger within fourteen (14) days of the termination of this Agreement, minus any deductions for damages, unpaid Rent, or other breaches of this Agreement.

4.3. The Deposit is not protected under a government-approved tenancy deposit protection scheme, as this Agreement is a licence and not an assured shorthold tenancy.

4.4. The Deposit is not Rent and shall not be used in lieu of Rent prior to leaving.

## 5. Termination

5.1. Either party may terminate this Agreement by giving the other at least

\_\_\_\_\_  
(Minimum Notice Period, e.g., "fourteen (14) days") written notice.

5.2. The Landlord may terminate this Agreement immediately if the Lodger breaches any of the terms of this Agreement.

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## 6. Lodger's Obligations

### 6.1. Cleanliness and Maintenance

6.1.1. The Lodger shall keep the Room and shared areas clean, tidy, and in a hygienic condition agreeable to the Landlord.

6.1.2. The Lodger shall follow a cleaning rota if necessary to ensure each occupant cleans and maintains the Property equally and fairly. The Landlord does not provide a cleaning rota.

6.1.3. After preparing food, the Lodger must wash up and tidy the kitchen before leaving.

6.1.4. Communal areas must be left free of personal washing or clutter and may not be used as office workspaces.

6.1.5. Shower glass must be squeegeed after use.

6.1.6. Shoes must be removed upon entry to the Property.

### 6.2. Reporting Issues

6.2.1. The Lodger must report broken appliances, dampness, water leaks, and similar issues within twenty-four (24) hours to the Landlord.

### 6.3. Departure Condition

6.3.1. Upon termination of this Agreement, the Lodger shall leave the Room and shared areas entirely empty of all personal items and trash and in a clean and undamaged condition as at the start of the Agreement.

6.3.2. The Lodger shall pay for and provide a receipt for the professional cleaning of the Room at the end of the Agreement, prior to checkout, to the satisfaction of the Landlord.

### 6.4. Infestation

6.4.1. The Lodger shall report any infestation of vermin, pests, or insects within one (1) month from the start of the Agreement for correction at the Landlord's expense.

6.4.2. After one (1) month, the Lodger shall take all reasonable precautions to prevent infestation and shall be responsible for eradication costs.

### 6.5. Locks and Keys

6.5.1. The Lodger shall not install or change any locks without the Landlord's written permission.

6.5.2. Extra keys shall not be cut without the Landlord's written permission.

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6.5.3. All keys shall be returned to the Landlord at the end of the Agreement.

### 6.6. **Guests**

6.6.1. The Lodger may have guests for six (6) nights per calendar month.

6.6.2. Additional guest stays require the Landlord's prior agreement.

6.6.3. The Lodger is responsible for ensuring guests comply with the same conditions set out herein.

### 6.7. **Noise**

6.7.1. Noise must be minimal between 10:00 PM and 7:00 AM to respect other occupants and neighbours.

6.7.2. No use of washing machines or dryers between these hours.

6.7.3. No slamming doors.

### 6.8. **Prohibited Substances**

6.8.1. The Lodger or their guests shall not smoke, consume, or keep illegal or illicit substances anywhere on the Property.

6.8.2. Discovery of such substances shall result in immediate termination of this Agreement and notification to the authorities.

### 6.9. **Damage and Loss**

6.9.1. The Lodger will not break, damage, or remove any items from the Property.

6.9.2. Any such items will be replaced by the Lodger with new ones or paid for within seven (7) days.

### 6.10. **Access**

6.10.1. The Landlord reserves the right to enter the Room at reasonable times for inspection, cleaning, or maintenance, with prior notice where practical.

### 6.11. **Utilities and Services**

6.11.1. The Lodger shall not tamper with meters or installations provided for utilities.

### 6.12. **Smoking**

6.12.1. Smoking is not permitted inside the Property.

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**6.13. Compliance with Statutory Obligations**

The Lodger agrees to:

6.13.1. Not use the Property for any illegal or immoral purposes.

6.13.2. Not cause nuisance or annoyance to neighbours, other occupants, or the Landlord.

6.13.3. Not make any alterations or additions to the Property without the Landlord's prior written consent.

6.13.4. Dispose of rubbish and waste properly, following local council guidelines.

6.13.5. Not assign, sublet, or part with possession of the Room or any part of it without the Landlord's prior written consent.

6.13.6. Comply with all laws and regulations relating to the Lodger's use and occupation of the Property, including health and safety regulations.

**6.14. Use of the Property**

6.14.1. The Lodger shall use the Property as a private residence only and shall not carry out any trade or business.

**6.15. Insurance**

6.15.1. The Lodger is advised to obtain insurance for their personal belongings, as the Landlord's insurance does not cover the Lodger's possessions.

**7. Landlord's Obligations**

**7.1. Quiet Enjoyment**

7.1.1. The Landlord shall not interrupt or interfere with the Lodger's right to occupy the Room except as provided in this Agreement.

**7.2. Repairs and Maintenance**

7.2.1. The Landlord shall keep the Property and its contents in good repair and properly maintained.

**7.3. Safety Certificates**

7.3.1. The Landlord shall ensure that all gas appliances are checked annually by a Gas Safe registered engineer and provide the Lodger with a copy of the Gas Safety Certificate.

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7.3.2. The Landlord shall ensure that electrical installations are safe and provide the Lodger with any relevant Electrical Safety Certificates.

**7.4. Fire Safety**

7.4.1. The Landlord shall ensure that the Property is equipped with smoke alarms on each storey and carbon monoxide alarms in rooms with a solid fuel-burning appliance.

7.4.2. The Landlord shall ensure that any furniture and furnishings provided comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1988.

**8. Inventory**

8.1. The Property is furnished with the items listed below, which are provided for the Lodger's use:

**Lodger's Room Inventory**

Item	Quantity
Bed	_____
Wardrobe	_____
Chest of Drawers	_____
Bedside Table	_____
Desk	_____
Desk Chair	_____

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Lamp \_\_\_\_\_

Curtains \_\_\_\_\_

**Shared Areas Inventory**

<b>Item</b>	<b>Quantity</b>
Washing Machine	_____
Fridge	_____
Freezer	_____
Oven	_____
Microwave	_____
Kettle	_____
Toaster	_____
Sofa	_____
Dining Table	_____

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Dining Chairs \_\_\_\_\_

Ironing Board \_\_\_\_\_

Iron \_\_\_\_\_

Vacuum Cleaner \_\_\_\_\_

Mop and Bucket \_\_\_\_\_

Broom \_\_\_\_\_

Dustpan and  
Brush \_\_\_\_\_

Outdoor Table \_\_\_\_\_

Outdoor Chairs \_\_\_\_\_

Airer \_\_\_\_\_

Desk \_\_\_\_\_

Desk Chair \_\_\_\_\_

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Lamps \_\_\_\_\_

8.2. The inventory listed is for the shared areas and the Lodger's Room specifically.

8.3. The Lodger agrees to keep these items in good condition and report any damage or loss immediately to the Landlord.

8.4. At the end of the Agreement, the Lodger agrees to return these items in the same condition as at the start of the Agreement.

## 9. Pets

9.1. The Landlord grants permission for a pet to reside at the Property under the following conditions:

9.1.1. All damage caused by the pet will be repaired or replaced to the satisfaction of the Landlord at the Lodger's expense within seven (7) days.

9.1.2. No other pet shall enter the Property, even temporarily.

9.1.3. If the pet becomes a nuisance to neighbours or occupants, the Lodger shall immediately remove the pet from the Property.

9.1.4. At the end of the Agreement or upon request, the Lodger shall arrange and pay for the inside and outside of the Property to be professionally treated for ticks and fleas within seven (7) days.

9.2. **Pet Deposit** (if applicable)

9.2.1. A pet deposit of

£ \_\_\_\_\_

(Pet Deposit Amount in Numbers, e.g., "£100") shall be paid by the Lodger to the Landlord at the start of this Agreement.

## 10. Liability and Indemnity

10.1. The Lodger fully indemnifies and holds the Landlord harmless from any and all claims, liabilities, costs, or damages arising from personal accidents, injuries, or death occurring at the Property, including those suffered by the Lodger, their guests, or any third parties. This indemnity covers legal fees and any associated costs incurred by the Landlord in defending such claims.

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10.2. The Landlord shall not, under any circumstances, be liable for any loss, theft, or damage to the Lodger's personal possessions, belongings, or property stored at the Property, regardless of the cause, including but not limited to theft, fire, flood, or other natural disasters. The Lodger is solely responsible for insuring their own personal property against such risks.

10.3. The Landlord shall not be liable to the Lodger or any third party for any loss, damage, or injury arising from or in connection with:

- Any interruption or failure of services or utilities to the Property that is beyond the Landlord's control.
- Any loss or damage to the Lodger's personal property, possessions, or vehicles kept at the Property, howsoever caused.
- Any act or omission of other lodgers, occupants, or neighbours.

10.4. The Landlord shall not be liable for any loss, damage, or inconvenience suffered by the Lodger as a result of events or circumstances beyond the Landlord's reasonable control, including but not limited to:

- Natural disasters, fire, flood, or other Acts of God.
- Acts of terrorism, war, civil unrest, or riots.
- Strikes, lockouts, or other industrial action.
- Legal seizure or repossession of the Property.

10.5. The provisions of this Section 10 shall survive the termination or expiration of this Agreement.

## 11. Guarantor

11.1. The Guarantor agrees to guarantee the performance of the Lodger's obligations under this Agreement, including payment of Rent and any damages.

11.2. If the Lodger fails to pay the Rent or any other sum due under this Agreement, the Guarantor shall pay the outstanding amounts within fourteen (14) days of a written demand from the Landlord.

11.3. The Guarantor's obligations shall continue until all the Lodger's obligations have been discharged.

## 12. Notices

12.1. Any notice to be served under this Agreement shall be in writing and delivered by text message or email to the party's phone number or email address as stated above or as later notified in writing.

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12.2. Notices sent by text message or email shall be deemed served on the day they are sent, provided that no delivery failure notification is received.

## 13. Data Protection

13.1. The Landlord and Lodger agree to comply with the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) regarding the processing of personal data.

13.2. Personal data shall be used only for purposes related to this Agreement, such as managing the lodging arrangement, and will not be disclosed to third parties without consent, except where required by law.

## 14. Governing Law

14.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales.

## 15. Entire Agreement

15.1. This Agreement contains the entire agreement between the parties and may only be varied by mutual consent in writing.

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**DEAKIN ESTATES**

**Signed by the Landlord**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Landlord's Full Name)

Date: \_\_\_\_\_  
(Date of Signing)

**Signed by the Lodger**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Lodger's Full Name)

Date: \_\_\_\_\_  
(Date of Signing)

**Signed by the Guarantor**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print Guarantor's Full Name)

Date: \_\_\_\_\_  
(Date of Signing)

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*Please ensure all blank spaces are filled in with the appropriate information as indicated in the brackets after each blank.*

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