

# LICENCE FOR THE OCCUPATION OR SHARED OCCUPATION OF A ROOM

## IMPORTANT

This Licence is a binding document. Before signing it you should read it carefully to ensure that it contains everything you do want and nothing UNACCEPTABLE to you. If you do not understand this LICENCE or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it.

**You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.**

Bought to you by:



## PRINCE EVANS SOLICITORS LLP

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Our specialist Landlord & Tenant Team is at the forefront of tenancy and leasehold issues and provides an efficient, cost-effective service. Please contact us for all types of property disputes, to include possession proceedings, rent and service charge arrears and disrepair.

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## LICENCE FOR THE OCCUPATION OR SHARED OCCUPATION OF A ROOM

**THIS AGREEMENT** is made on the <Write Day> day of <Write Month> <Year>

**B E T W E E N:** <Write Landlords Name> ("The Landlord" or Owner)

of <Landlords Address>

in one part and

(1) <Write All Tenants Names> ("The Licensee" or Tenant)

of <Tenants Address>

### DEFINITIONS

In this Agreement:

- 1.1 **"The Furniture and Furnishings"** means the Owner's furniture and furnishings used by the Licensee from time to time in the Room to include in accordance with the latest inventory signed by the Owner and the Licensee (if any).
- 1.2 **"The House"** means the Owner's property known as: <Write Property Address>
- 1.3 **"The Licence"** means the licence to occupy conferred by this agreement. The Licensee is referred to as "he" and "his" even if the Licensee is female or consists of more than one person. If there is more than one Licensee, each Licensee shall be jointly and severally liable for the Licensee's obligations.
- 1.4 **"The Room"** means the room or rooms in the House that are from time to time allotted to the Licensee by the Owner.
- 1.5 **"The Inventory"** means the list of the Owner's possessions at the House which has been signed by the Owner and the Licensee.

### NATURE OF THE AGREEMENT

This Agreement is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to be an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this Licence ends.

This Agreement is personal to the Licensee and is not assignable to any other person. The Licence will immediately terminate without notice upon the Licensee not living at the property and on two months arrears of the licence fee arising.



### **LICENCE TO OCCUPY**

The Owner permits the Licensee to occupy the Room and to use the Furniture and Furnishings. This licence commences on: <Write start date> and terminates on <Write start date>. If the Licence is not ended on the termination date and if the parties agree, this Licence will continue on a monthly basis; subject to 1 months written notice by either party.

### **PAYMENT**

The Licensee shall pay the Owner:

- 4.1 A Licence fee of £ <Write rental amount> per calendar month, the first payment to be made on the signing of this Licence, and all subsequent payment to be made in advance on *(insert details of payment date)* in respect of the occupation of the Room by way of standing order into the Owner's Bank Account, details of which have been provided or as otherwise agreed between the parties; and
- 4.2 A deposit of £ <Write deposit amount> before taking occupation, which the Owner must return on vacation of the Room by the Licensee at the determination of this Agreement subject to deduction of a reasonable amount to compensate the Owner for any damages or losses occurring through breach of this Agreement to include, but not exclusively, any unpaid rent, damage to the Room or House, any unpaid utility bills and expenses, telephone charges, any repayment of Housing Benefit to the Local Authority, and any reasonable professional and legal fees payable by the Owner. No interest will be payable to the Licensee in respect of the deposit monies.
- 4.3 The Licensee will not have to pay any licence fee for any period that the House is wholly uninhabitable. The amount of the licence fee is payable will be calculated pro-rata on a daily basis. If part of the House is uninhabitable the Licensee will only pay rent for the part of the House he is able to use and his licence fee payment will be reduce accordingly. This Clause will not apply if the House or part of it is uninhabitable due to the Licensee doing or not doing anything which invalidates the Owner's insurance.
- 4.4 The Licensee shall pay interest at the rate of 4% above National Westminster Bank base rate upon any payment or other monies due from the Licensee which is unpaid for a period over fourteen days from when it fell due to the date of payment.
- 4.5 The deposit will be held by the Owner and will be refunded to the Licensee at the end of the Licence less reasonable deductions properly made by the Owner to cover any reasonable costs incurred or losses caused to the Owner by any breaches of the Licensee's obligations under this Licence.
- 4.6 The deposit shall be repaid, at the forwarding address that the Licensee must supply at the end of the Licence Agreement, as soon as reasonably practicable. The Owner shall not be liable to return the deposit until he is satisfied no money is repayable to the Local Authority if the Licensee has been in receipt of Housing Benefit and until after he has had reasonable opportunity to assess the reasonable cost of any repairs arising from any breach of the Licensee's obligations or any other sums properly due, save that except in exceptional circumstances the Owner shall return the deposit within twenty-eight days of the termination of the Licence.

### **KEYS**

- 5.1 The Owner will issue to the Licensee one set of keys only for the Room and House.
- 5.2 If the Licensee loses a key, the Owner will replace it upon the Licensee paying the reasonable cost of having a replacement cut.
- 5.3 The Owner shall retain his own set of keys and he and any persons authorised by him, including other persons who have been granted use of the Room, may exercise the right to use these keys and obtain free entry to the Room at any time.

### **ACCESS AND USE OF FACILITIES**

- 6.1 For so long as he is occupying the Room under this Licence the Licensee shall have the right to use the front door, entrance hall, staircase and landings of the House and to use the kitchen for cooking, eating and the storage of food and to use the lavatory and bathroom in common with the Owner and/or other Licensees of the Owner.
- 6.2 The Licensee shall use the Room as a private residence only and will not run any business from the Room or the House.
- 6.3 The Licensee will not let or purport to let or share either the Room or any communal part of the House or take in a lodger or paying guest or without the written consent of the Owner (not to be unreasonably refused) permit any other



person to sleep or stay at the House.

- 6.4 The Licensee will not have exclusive possession of the Room and the Owner will be entitled to enter it at all reasonable times to carry out the agreed services (if any) and carry out any necessary repairs.
- 6.5 The Licensee will comply with any "House Rules" either attached to this Licence Agreement or exhibited in the House.

#### **UTILITIES**

- 7.1 The Licensee shall be responsible for paying for all water, gas, electricity and telephone costs consumed or supplied in the Room during the Licensee's occupation as recorded by the separate meter in the Room if a separate meter is not fitted and/or for an equal proportion of the water, gas, electricity, telephone consumed and televisual costs consumed or supplied in the shared parts of the House used by the Licensee during the Licensee's occupation of the Room to be assessed by the Owner accordingly to estimated use or on some other reasonable basis from accounts to be produced to the Licensee on request. ~~<Delete if the owner is responsible for payment of utilities>~~
- 7.2 Payment for water, gas, electricity, telephone and televisual costs shall be made to the Owner on written consent.

#### **AMICABLE SHARING**

The Licensee must use his best endeavors to share use of the Room and property amicably and peaceably with the Owner and with such other Licensees as the Owner from time to time permits to use the Room and property and must not interfere with or otherwise obstruct such shared occupation in any way whatsoever. The Licensee must not do or omit to do anything on or at the Room or House which may be or become or is likely to cause a nuisance or annoyance to the Owner or any other occupiers of the House or owners or occupiers of any adjoining or nearby property or which may prejudice the insurance of the House or increase the premium payable by the Owner. The Licensee will be liable for the conduct of and any damage caused by his guests or visitors.

#### **CLEANING**

The Licensee must keep the interior of the Room and other share parts of the House used by the Licensee including the lavatory, bathroom and kitchen in a good and clean state and condition and shall make good any damage caused there with the exception of accidental damage. The Licensee must yield up the Room at the end of the Licence in the same clean state and conditions as it was at the beginning of the Licence.

#### **FURNITURE AND FURNISHINGS**

- 10.1 The Licensee must keep the Furniture and Furnishings and all items listed on the Inventory in good order and condition and must not remove any of them from the Room. The Licensee must make good any damage to the Furniture and Furnishings caused by him and replace with articles of a similar kind and value any items broken or damaged by him, as reasonably requested by the Owner.
- 10.2 The Owner will insure the House and the items listed on the Inventory (if any). The Licensee is responsible for the insurance of his possessions.
- 10.3 The Owner confirms that the Furniture and Furnishings comply with the Furniture and Furnishings (Fire Safety) Regulations 1988.

#### **RUBBISH**

The Licensee must ensure [that the Room is cleaned daily and] that all his rubbish is disposed of daily and placed in the rubbish bin provided [by the Owner] and comply with all recycling and refuse disposal requirements of the Local Authority.

#### **COUNCIL TAX**

The Licensee must register with the Local Authority for payment of Council Tax in respect of his occupation of the Room and pay all Council Tax payable, and must protect the Owner against any loss if the Owner becomes liable to pay because of the Licensee's failure to do so. ~~<Delete if the owner is responsible for payment of council tax>~~

#### **PETS**



The Licensee must not keep any dogs, cats or other pets in the Room without the Owner's prior written consent, such consent not to be unreasonably refused.

#### **SERVICES**

- 14.1 The Owner confirms that the electrical appliances and equipment provided by the Owner are safe and will not cause danger and that all electrical appliances and equipment manufactured after the 19<sup>th</sup> January 1997 are marked with the appropriate CE symbol.
- 14.2 The Owner confirms that he has complied with the Gas Safety (Installation and Use) Regulations 1998 and a Safety Certificate is available for inspection by the Licensee.

#### **EARLY TERMINATION**

The Licence may be ended:

- 15.1 By the Owner without notice if the licence fee is not paid on the day when it becomes due or if the Licensee is in breach of any of the terms of this Agreement; [and]
- 15.2 If the Licensee becomes bankrupt or becomes subject to an administration order or entry or enforcement of a Judgment [; and]
- 15.3 By either party giving not less than 1 months written notice. <Delete if not appropriate>

#### **VACATION**

Upon determination of the Licence, the Licensee shall immediately cease to be entitled to use the Room and the House and must vacate the Room, leaving it clean and tidy, and return the keys and any copies to the Owner immediately. The Licensee shall remove all his possessions. Any possessions left will be entirely at the Licensee's own risk and will be uninsured. This Clause represents reasonable notice under the Torts (Interference with Goods) Act 1977 and the Owner may dispose of any possessions without further reference to the Licensee and may charge reasonable costs for the storage or removal of any possessions left by the Licensee.



**You should read this document carefully and thoroughly. Once signed this Licence will be legally binding and may be enforced by a court. Make sure that it does not contain Terms that you do not agree with and that it does contain everything you want to form part of the Licence.**

**If you are in any doubt about the content or effect of this Licence, we recommend that you seek legal advice before signing.**

**SIGNED** by the Landlord

<Landlords Signature>

Witness:

<Witness Signature>

<Witness Full Name>

<Witness Address>

**SIGNED** by the Tenant(s)

<All Tenants Signatures>

Witness:

<Witness Signature>

<Witness Full Name>

<Witness Address>

