**Important**

***Note to completing this form: once all sections have been completed, remove any square brackets and yellow highlighting and delete this explanatory note prior to signing.***

***This template is provided without liability or recommendation.***

***If you live in the New Forest District Council area, NFDC can provide support regarding your housing options
- you can contact them on*** ***ukrainesupport@nfdc.gov.uk******. We recommend that you contact them as soon as you know that you might need support as it can take several months to find alternative accommodation if you need to leave your current host.***

***The parties signing this agreement are responsible for undertaking their own due diligence, including confirming that they are satisfied with the terms, amended as they see fit, and ensuring that they take appropriate legal, financial and tax advice. The Citizens Advice Bureau can provide free support.***

***Full details of the Rent a Room scheme are available on the GOV UK website and supplementary advice is available from organisations such as Shelter.***

***Love Ukraine cannot provide legal, financial, tax or other specialist advice and cannot enter into any discussion concerning this document. It is recommended that you obtain advice prior to entering into any agreement.***

**LODGING AGREEMENT**

**THIS AGREEMENT** dated this [insert date]

**BETWEEN:**

[Insert Resident Landlord’s name]

(the "Resident Landlord")

OF THE FIRST PART

**AND**

[Insert Lodger’s Name]

(the "Lodger")

OF THE SECOND PART (individually the “Party” and collectively the “Parties”)

**IN CONSIDERATION OF** the Resident Landlord renting certain room(s) to the Lodger and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

**BACKGROUND:**

A.**.** The Resident Landlord is the owner of residential property available for rent and is legally entitled to grant this rental and meets the requirements of the UK Government Rent a Room Scheme.

B.**.** The Lodger acknowledges that this rental is not an assured or an assured shorthold tenancy by reason of being a lodging rental agreement granted by a Resident Landlord. The rental falls under the terms of the UK Government Rent a Room Scheme and, as such, the Lodger is classified as an Excluded Occupier.

**THE PROPERTY**

**1.** The Resident Landlord agrees to rent to the Lodger, and the Lodger agrees to take rental of the Designated Room(s) [insert which room or rooms are for the sole use of the Lodger] in the house, known as and forming [insert property address] (the "Property"), for use as residential premises only.

**2.** The Lodger will have exclusive occupation of the Designated Room(s) and will share with the other occupiers of the Property the use and facilities of the common parts of the Property, specifically [insert list of shared spaces and facilities, including shared bathrooms, toilet, kitchen, sitting room and outside areas]. Other parts of the Property are for the Resident Landlord’s exclusive use and are not to be accessed by the Lodger without permission.

**3.** Subject to the provisions of this Agreement, apart from the Lodger, no other persons will live in the Property without the prior written permission of the Resident Landlord, except for [insert here any names of any other people who will live at the property, e.g., children].

4. No guests of the Lodger may occupy the Property overnight or after [insert time limit, e.g., 11pm] without the prior written consent of the Resident Landlord.

**5.** No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Resident Landlord. Upon thirty (30) days' notice, the Resident Landlord may revoke any consent previously given pursuant to this clause.

**6.** Parking space [is / is not] provided under the terms of this Agreement.

**7.** The Lodger and members of Lodger's household will not smoke anywhere on the Property nor permit any guests or visitors to smoke on the Property.

**TERM**

**8.** The term of the rental is a periodic agreement commencing at 12:00 noon on [insert date] and continuing on a [month-to-month] basis until the Resident Landlord or the Lodger terminates the Agreement (the "Term").

**RENT**

**9.** Subject to the provisions of this Agreement, the rent for the Property is [insert £ monthly amount] per month (the "Rent").

**10.** The Lodger will pay the Rent in advance, on or before the [twentieth] of each and every month of the Term to the Resident Landlord at same as rental address or at such other place as the Resident Landlord may later designate by cash, cheque or Bank transfer.

**11.** The Resident Landlord may charge the Lodger an additional amount for each day that a payment of Rent is late, which will not be charged until the expiry of the applicable grace period under the Act and will not exceed the maximum permitted under the Act.

**12.** The Resident Landlord may increase the Rent for the Property upon providing to the Lodger such notice as required by the Act.

**ACCESS**

**13.** The Resident Landlord and the Lodger will complete, sign and date an inspection report at the beginning and at the end of this rental period.

**14.** At all reasonable times during the Term and any renewal of this Agreement, the Resident Landlord and its agents may enter the Designated Room(s) to make inspections or repairs, or to show the Property to prospective Lodgers or purchasers in compliance with the Act.

**LODGER IMPROVEMENTS**

**15.** The Lodger will obtain written permission from the Resident Landlord before doing any of the following:

**a.** applying adhesive materials, or inserting nails or hooks in walls or ceilings;

**b.** painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;

**c.** removing or adding walls, or performing any structural alterations;

**d.** installing a waterbed(s);

**e.** changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;

**f.** placing or exposing or allowing to be placed or exposed anywhere inside or outside the

Property any placard, notice or sign for advertising or any other purpose; or

**g.** affixing to or erecting upon or near the Property any radio or TV antenna or tower.

**UTILITIES AND OTHER CHARGES**

**16.** The Resident Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet, cable (where applicable), telephone, natural gas and alarm/security system (where applicable).

**17.** The Resident Landlord is also responsible for the following utilities and charges: Council tax, television license fee.

**INSURANCE**

**18.** The Lodger is hereby advised and understands that the personal property of the Lodger is not insured by the Resident Landlord for either damage or loss, and the Resident Landlord assumes no liability for any such loss.

**ABSENCES**

**19.** The Lodger will inform the Resident Landlord if the Lodger is to be absent from the Property for any reason for a period of more than seven (7) days.

**20.** If the Lodger no longer resides at the Property as its only principal home (whether or not the Lodger intends to return) the Resident Landlord may, at its option, end the agreement by serving a Notice to Quit that complies with the Act.

**21.** If the Lodger has abandoned the Property and the Resident Landlord is unsure whether the Lodger intends to return, the Resident Landlord is entitled to apply for a court order for possession.

**22.** If the Lodger has abandoned or surrendered the Property and the Lodger has left some belongings on the Property, the Resident Landlord will store the Lodger's possessions with reasonable care for a reasonable period of time taking into consideration the value of the items and cost to store them. If, after [one month], the belongings are not claimed by the Lodger, such items may be disposed of by the Resident Landlord.

**GOVERNING LAW**

**23.** This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

**SEVERABILITY**

**24.** If there is a conflict between any provision of this Agreement and the Act, the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.

**25.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Such other provisions remain in

full force and effect.

**AMENDMENT OF AGREEMENT**

**26.** This Agreement may only be amended or modified by a written document executed by the

Parties.

**ASSIGNMENT AND SUBLETTING**

**27.** The Lodger will not assign this Agreement or sublet or grant any concession or licence to use the Property or any part of the Property. Any assignment, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at Resident Landlord's option, terminate this Agreement.

**ADDITIONAL PROVISIONS**

**28. [**Add details here regarding any ground rules, e.g. fridge space, meals, shared spaces, cleaning, etc.]

**DAMAGE TO PROPERTY**

**29.** If the Property should be damaged other than by the Lodger's negligence or wilful act or that of the Lodger's employee, family, agent, or visitor and the Resident Landlord decides not to rebuild or repair the Property, the Resident Landlord may end this Agreement by giving appropriate notice.

**CARE AND USE OF PROPERTY**

**30.** The Lodger will promptly notify the Resident Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property.

**31.** The Lodger will keep the Property in good repair and condition and in good decorative order.

**32.** The Lodger or anyone living with the Lodger will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.

**33.** The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.

**34.** At the expiration of the Term, the Lodger will quit and surrender the Property in as good a state and condition as they were at the commencement of this Agreement, with reasonable wear and tear and reasonable damages by the elements excepted.

**RULES AND REGULATIONS**

**35.** The Lodger agrees to obey all reasonable rules and regulations implemented by the Resident Landlord from time to time regarding the use and care of the Property and of the building, which will include any car park and common parts or facilities provided for the use of the Lodger and other neighbouring proprietors.

**ADDRESS FOR NOTICE**

**36.** For any matter relating to this agreement, the Lodger may be contacted at the Property or through the methods below:

Phone: [insert Lodger’s phone number]

Email: [insert Lodger’s email address]

**47.** For any matter relating to this agreement, whether during or after this agreement has been terminated, the Resident Landlord's address for notice is the same as the Rental Address.

The contact information for the Resident Landlord is:

Phone: [insert Resident Landlord’s phone number]

Email: [insert Resident Landlord’s email address]

**41.** The Resident Landlord or the Lodger may, on written notice to each other, change their respective addresses and contact details for notice under this Agreement.

**GENERAL PROVISIONS**

**42.** Any waiver by the Resident Landlord of any failure by the Lodger to perform or observe the provisions of this Agreement will not operate as a waiver of the Resident Landlord's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance by the Lodger of its obligations in this Agreement and will not defeat or affect in any way the Resident Landlord's rights in respect of any subsequent default or breach.

**43.** This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assignees, as the case may be, of each Party to this Agreement. All covenants are to be construed as conditions of this Agreement.

**44.** All sums payable by the Lodger to the Resident Landlord pursuant to any provision of this Agreement will be deemed to be additional rent and will be recovered by the Resident Landlord as rental arrears.

**45.** Where there is more than one Lodger executing this Agreement, all Lodgers are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.

**46.** Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

**47.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

**48.** This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.

**49.** Time is of the essence in this Agreement.

**50.** This Agreement will constitute the entire agreement between the Parties.

**51.** During the last 30 days of this Agreement, the Resident Landlord or the Resident Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'To Let' or 'Vacancy' signs on the Property and the Lodger agrees to allow the Resident Landlord or its agents reasonable access to the Property at reasonable times for the purpose of displaying such signs upon the Property.

**IN WITNESS WHEREOF** the Resident Landlord and the Lodger have duly affixed their signatures on this [insert date in full: DD Month YYYY]

|  |  |
| --- | --- |
| Resident Landlord’s signature: |  |
| Resident Landlord’s name: |  |
| Witness’s signature:  |  |
| Witness’s name: |  |
| Witness’s address: |  |
|  |  |
| Lodger’s signature: |  |
| Lodger’s name: |  |
| Witness’s signature:  |  |
| Witness’s name: |  |
| Witness’s address: |  |
|  |  |

The Lodger acknowledges receiving a duplicate copy of this Agreement signed by the Lodger and the Resident Landlord on the day of , 20 .

|  |  |
| --- | --- |
| Lodger’s signature: |  |
| Lodger’s name: |  |