

AU-PRres18

Licence to occupy room

.....
..... :

- the furniture, fixtures and fittings specified in (.....);
- the use of any rights of access, paths, drives, entranceway, hall, stairs, landing and any other things reasonably
.....
..... .

“Start Date” [.....]

2. Licence to occupy

- 2.1. The Licensor now lets the Room and the Licensee now takes the Room for the Licence Period and the Licence Fee in
..... .
- 2.2. The Licensee acknowledges that:
 - 2.2.1 the Licensee shall occupy the Property as a licensee and that no relationship of tenant and landlord is
..... ;
 - 2.2.2 the Licensor retains control, possession and management of the Property and the Licensee has no
..... ;
 - 2.2.3 the licence to occupy granted by this agreement is personal to the Licensee and is not assignable, and the rights
..... .
- 2.3. The Licensee understands that the Licensor is permitted by law to exclude the Licensee from
..... .

3. Licence Fee and Outgoings: payment terms

- 3.1. The Licensee will pay the Licence Fee and a proportionate contribution to the Outgoings determined by the Licensor by the method and at the times specified , -
..... .
- 3.2. The Licensee agrees and undertakes to pay the Licensor the Outgoings within [14]
- 3.3. The Licensor shall provide, with demand notice, or upon reasonable request by the Licensee, with a GST invoice in respect of supplies made by the

Licensor in
.....

4. Interest on overdue payments

When the Licence Fee or any other sum due by the Licensee under this agreement is 14 days or more overdue, even if the Licensor has made no demand for it, interest shall be due on the overdue sum from the date when it became
....., [3]%
.....

5. Inventory and return of Bond

- 5.1. The Licensee agrees that the inventory attached to this agreement accurately lists the Licensor's possessions now in the [Room/Property] (..... "
.....)
- 5.2. The Bond will be held by the Licensor and will be refunded to the Licensee at the end of the Licence Period (however it ends) but after deduction of any costs or losses reasonably incurred by the Licensor as a result of any
.....
.....
.....

6. Management and use of the Room/ Property

The Licensee agrees and undertakes to:

- 6.1. use the Room only as a residence and not operate a business at the Property, nor use
..... ;
- 6.2. keep the Room clean and tidy;
- 6.3. not damage or allow anyone else to damage any part
..... ;
- 6.4. not decorate or paint the walls and doors of the Room, not use Blu-
..... ;
- 6.5. not allow any other person to sleep in the Room without
..... ;
- 6.6. not smoke tobacco or any other herb or ;
- 6.7. put out rubbish for collection and clean and maintain the whole of the
..... ;
- 6.8. not keep or allow pets of any ;

Property inventory

Inventory for: [\[address\]](#)

Below is an inventory of the subject room and facilities provided in the property. The contents of the room and other areas have been listed with an entry for each item. This includes space for a brief description and/or model number and a description of any existing defects or damage. Where similar items differ in condition, each is recorded separately.

A brief description of any existing damage or defects to walls, ceilings, floor and/or windows is given in the 'Decoration' section for each room.

Both parties now expressly agree that the list below is an accurate reflection of the condition of the property.

Sitting Room

Item and quantity	Model/Details	Condition on arrival	Condition on departure
LCD			
Sofa			
Chairsx4			
Bookcase			
Coffee Table			
Lamp			
Light Fittings			
Fitted Carpet			
Gas/electric fire			
Rug			
Curtains			
Rubbish Bin			

Decoration

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Dining Room

Item and quantity	Model/Details	Condition on arrival	Condition on departure
Table			
Sideboard			
Fitted carpet			
Chairsx4			
Rug			
Gas/electric fire			
Curtains			

Decoration

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Kitchen

Item and quantity	Model/Details	Condition on arrival	Condition on departure
Refrigerator			
Freezer			
Washing machine			
Dishwasher			
Cooker/oven			
Hob			
Microwave			
Food processor			

Toaster			
Coffee maker			
Table			
Chairsx4			
Pedal bin			
Window blind			
Smoke alarm			

Decoration

Hall

Item and quantity	Model/Details	Condition on arrival	Condition on departure
Fitted carpet			
Sideboard			
Curtains			
Mirror			
Central heating radiator			

Decoration

Bathroom

Item and quantity	Model/Details	Condition on arrival	Condition on departure
Toilet			

Hand basin			
Bath mat			
Shower			
Shower curtain			
Window blind			
Mirror			
Scales			
Extractor fan			

Decoration

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Bedroom

Item and quantity	Model/Details	Condition on arrival	Condition on departure
Bed			
Chairsx4			
Bedside table			
Wardrobe			
Dressing table			
Fitted carpet			
Rug			
Curtains			
Duvet			
Pillowsx4			
Fitted sheet			
Flat sheet			
Blanket			
Pillow case			

Duvet cover			
Valance			
Mirror			
Central heating radiator			

Decoration

Utilities

Item and quantity	Model/Details	Condition on arrival	Condition on departure
Central heating			
Gas			
Electricity			
Water			
Burglar alarm			
Keys			
Telephone			
Cable/Satellite			

Licensor

[■ ■ ■ ■]

[■ ■ ■ ■ ■ ■ ■ ■]

Licensee

[Signature]

[Print name]

Date signed [date]

Explanatory notes:

Licence to occupy room

General notes

The detailed terms of the agreement are very flexible indeed. The document has been marked in blue at the points where you may need to insert, amend or choose an alternative. However, you can safely edit all of the ████████████████████, ████████████████████ ████████████████████ .

Paragraph specific notes

Note: numbering refers to paragraph numbers

1. Definitions

We believe it is bad drafting practice to randomly capitalise words which are not defined terms. For example, in this document, the word “██████” ████████████████████ ████████████████████ .

Licence Period: It is important that you clearly specify the occupation period (if any) – for example, full time, part-time, weekly, for a term in case the licensee is a student. All you need ████████████████████ ████████████████████ .

Keep the term short. This is not directly reflected in the law. But it is a fact that occupants tend to dispute their status only ████████████████████ ████████████████████ .

Outgoings: Specify what services are to be provided if any. The provision of services tends to point towards a licence rather than a tenancy. However, if you are providing ████████████████████, ████████████████████, ████████████████████ .

2. Licence to occupy

This paragraph covers a reservation of general rights. It is essential that the document and the actual situation “on the ground” reflect a license to occupy and not a ██████████, ████████████████████ .

Avoid allowing the licensee “exclusive occupation” of any part of the property. This can best be ████████████████████ ████████████████████ !

3. Licence Fee and Outgoings: payment terms

Edit freely to comply with whatever ████████████████████ .

4. Interest on overdue payments

Leave it as is.

5. Inventory and return of Bond

This paragraph covers two important points.

First, **Inventory**: The inventory should of course be completed accurately. You cannot .

We have provided an example "Property Inventory" zipped with this contract. .

We have given example items. Complete the .

Second, **Bond**: In Australia, each state has its own tenancy legislation. However, only it is only mandatory in Queensland that the bond amount should be protected by the authority and the lodger should be given a receipt under the Residential Tenancies and Rooming Accommodation Act 2008. While in other states, it is encouraged to give receipts to lodgers to avoid disputes. , .

Please consider and edit the period if required.

6. Management and use of the Room/ Property

We have provided a menu of restrictions relating to the , , .

It is a good !

7. Termination

If you want to evict your licensee, . :

7.1. You occupied the subject property as .

