# Licence to occupy room

This agreement is dated: [date]

The "Licensor" is:  $[licensor \blacksquare \blacksquare \blacksquare ] \blacksquare \blacksquare \blacksquare \blacksquare [\blacksquare \blacksquare \blacksquare ]$ 

The "Licensee" is: [licensee  $\blacksquare \blacksquare \blacksquare \blacksquare$ ]  $\blacksquare \blacksquare \blacksquare \blacksquare$  [  $\blacksquare \blacksquare \blacksquare$  ]

It is now agreed as follows:

## 1. Definitions

The following definitions apply to this agreement.

"Bond"	means \$ [amount] which will be paid by the Licensee on or before the date of this agreement against the cost to the Licensor
"Licence Fee"	means \$ [amount], payable in advance on [ ■ ■ ■ ] ■
"Licence Period"	means the period of [6 months] from and including the Start
"Outgoings"	means a sum equal to the costs and expenses reasonably and properly incurred by the Licensor or otherwise payable relating to the Property during the Licence Period or
	all rates, taxes, duties, levies, charges, assessments, impositions and outgoings whatsoever imposed on or payable in respect of such Property or on the owner ■
	••;
	the cost of any supply of utilities; and
	third party service provider charges (to the extent they are contracted • • • • • • • • • • • • • • • • • • •
"Property"	means the property at [insert full address] • • • • • • • • • • • • • • • • • •
"Room"	means a [bedroom/bedroom with ensuite bathroom/description of rooms] in the Property, ■ ■ ■

		• the furniture, fixtures and fittings specified in ■ ■ ■ ■ ■ ■ ■ ■ ■ );
		<ul> <li>the use of any rights of access, paths, drives entranceway, hall, stairs, landing and any other things reasonably</li> <li>INDEPTION OF THE PROPERTY OF THE P</li></ul>
"Start	Date"	[]
Lice	nce to	occupy
2.1.		ensor now lets the Room and the Licensee now takes the Room for ence Period and the Licence Fee in
2.2.	The Lic	ensee 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.		ensee understands that the Licensor is permitted by law to exclude ensee from ••••••••••••••••••••••••••••••••••••
Lice	nce Fe	e and Outgoings: payment terms
3.1.	Outgoir specifie	ensee will pay the Licence Fee and a proportionate contribution to the ngs determined by the Licensor by the method and at the times
3.2.		ensee agrees and undertakes to pay the Licensor the Outgoings
3.3.		ensor shall provide, with demand notice, or upon reasonable request Licensee, with a GST invoice in respect of supplies made by the

2.

3.

4.	Inte	rest on overdue payments
	14 da shall	the Licence Fee or any other sum due by the Licensee under this agreement is ays or more overdue, even if the Licensor has made no demand for it, interest be due on the overdue sum from the date when it became • • • • • • • • • • • • • • • • • • •
5.	Inve	entory 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.	Mar	nagement and use of the Room/ Property
	The L	icensee 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 ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ;

		■ ■ ;
6.10.	not allo	w any other person to share possession or occupation of the Room or
6.11.	not cha	nge or remove any of the Licensor's installations, ■ ■ ■ ■ , ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.12.		ove from the Room or the Property any of ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.13.		nge or install any locks on any doors or windows nor have additional ade for any
6.14.	period i	ne Licensor if the Licensee intends to leave the Room vacant for a n excess of [7] consecutive days and in such a case, the ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
6.15.	open ar	an open fire unless the Licensor confirms that the chimney flue is not correctly vented. Any damage caused by an open fire is solely sibility of
6.16.	comply	with any requirements of any insurance policy which are made known
6.17.	-	ne Licensor immediately or as soon as reasonably possible ■ ■ ■ ■ ■ ■
Term	ninatio	n
7.1.	This lice	ence shall be terminated on:
	7.1.1	the end of the Licence Period; or
	7.1.2	immediately by the Licensor if the Licensee fails to comply with ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	7.1.3	on the expiry of any notice given by the Licensor to the Licensee at any time on breach of any of the Licensee's obligations contained in this Licence which have been notified to
	7.1.4	the expiry of not less than [one week's] notice given by either of Licensor

not cause nuisance or annoyance to the Licensor,

6.9.

7.

	7.2.	Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under
	7.3.	At the end of the licence, the Licensee will leave the Room and all the contents in a clean and tidy condition and
8.	Notic	es
	8.1.	As an alternative address, the Licensee provides: [ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	8.2.	In this agreement, unless the context requires otherwise, a reference to 'writing' or ' ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	8.3.	Any communication to be served on either of the parties by the other shall be delivered by hand or sent by express post or •••••••••••••••••••••••••••••••••••
		It shall be deemed to have been delivered:
		if delivered by hand: on ■■■■■■■■■■■■■ ;
		if sent by post to the correct address: within [ 72 ] ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
		if sent by e-mail to the address from which the receiving party has last sent e-mail: within [24] hours
		if sent by SMS to the mobile number from which the receiving party has last sent SMS or call: immediately
9.	Juris	diction
		greement shall be governed by and interpreted in accordance with the   I I I I I I I I I I I I I I I I I I
Signed	<b>d by</b> the	E [Licensor]:
Signed	<b>d by</b> the	e [Licensee]:

## **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			
Dining Room			
Item and quantity	Model/Details	Condition on arrival	Condition on departure
Table			
Sideboard			
Fitted carpet			
Chairsx4			
Rug			
Gas/electric fire			
Curtains			
Decoration			
Kitchen			
Item and quantity	Model/Details	Condition on arrival	Condition on departure
Refrigerator			
Freezer			
Washing machine			
Dishwasher			

Cooker/oven

**Microwave** 

Food processor

Hob

T			
Toaster			
Coffee maker			
Table			
Chairsx4			
Pedal bin			
Window blind			
Smoke alarm			
		ı	
Decoration			
Hall			
Item and quantity	Model/Details	Condition on	Condition on
		arrival	departure
Fitted carpet		arrival	departure
Fitted carpet Sideboard		arrival	departure
		arrival	departure
Sideboard		arrival	departure
Sideboard Curtains		arrival	departure
Sideboard Curtains Mirror		arrival	departure
Sideboard Curtains Mirror		arrival	departure
Sideboard Curtains Mirror Central heating radiator		arrival	departure
Sideboard Curtains Mirror		arrival	departure
Sideboard Curtains Mirror Central heating radiator		arrival	departure
Sideboard Curtains Mirror Central heating radiator		arrival	departure

### **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			

#### **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 radiat	or		
Decoration			
Utilities			
Item and quantity	Model/Details	Condition on	Condition on
		arrival	departure
Central heating			
Gas			
Electricity			
Water			
Burglar alarm			
Keys			
Telephone			
Cable/Satellite			
Licensor			
[====]	]		
Licensee			
[Signature] [P	rint name]		
Date signed [date]			

# **Explanatory notes:**

## Licence to occupy room

0			-	-
Ge	ner	ai i	10	les

Gene	eral notes
marke	etailed terms of the agreement are very flexible indeed. The document has been ed in blue at the points where you may need to insert, amend or choose an alternative. ver, you can safely edit all of the
Para	graph 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
	<b>Outgoings:</b> 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

	Leave it as is.
5.	Inventory and return of Bond
	This paragraph covers two important points.
	First, <b>Inventory</b> : The inventory should of course be completed accurately. You cannot <b>— — — — — — — — — — — — — — — — — — —</b>
	We have provided an example "Property Inventory" zipped with this contract. ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	We have given example items. Complete the
	Second, <b>Bond</b> : 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

4.

Interest on overdue payments

	7.2.	A member of your family occupied the		
		•••••		
		paragraph covers ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■		
8.	Notices			
	Alterr	native address: A frequent difficulty for a licensor is to contact a licensee <b>a</b>		
	•••			
		ave therefore provided an option for the licensor to take an alternative address.		
		,		
	8.3: ye	ou should • • • • • • • • • • • • • • • • • • •		
	••.			
^	Leader.	diadia		

### 9. Jurisdiction

Leave in place.

**End of notes**