

UK-PRres18

## **Licence to occupy room**

This agreement is dated: [date]

The "Licensor" is: [licensor ■■■■] ■■■■ [■■■■]

The "Licensee" is: [licensee ■■■■] ■■■■ [■■■■]

It is now agreed as follows:

### 1. Definitions

The following definitions apply to this agreement.

"Deposit" 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 .....  
..... (.....);
- 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 take 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 VAT 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 Deposit

- 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 Deposit 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 .....



7.2. Termination of this Licence shall not affect the rights of either party in connection with any breach of any obligation under [REDACTED].

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 [REDACTED].

**8. Notices**

8.1. As an alternative address, the Licensee provides: [REDACTED].

8.2. In this agreement, unless the context requires otherwise, a reference to 'writing' or ' [REDACTED].

8.3. Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post [REDACTED] - [REDACTED].

It shall be deemed to have been delivered:

if delivered by hand: on [REDACTED];

if sent by post to the correct address: within [ 72 ] [REDACTED] ;

if sent by e-mail to the address from which the receiving party has last sent e-mail: within [24] hours [REDACTED] - [REDACTED].

if sent by SMS to the mobile number from which the receiving party has last sent SMS or call: immediately [REDACTED].

**9. Jurisdiction**

This agreement shall be governed by and interpreted in accordance with [REDACTED].

Signed by the [Licensor]:

Signed by the [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			
Central heating radiators			



## Decoration

--

## Dining Room

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

## Decoration

--

## 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			
Central heating radiator			
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 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			

**Licenser**

[ ■ ■ ■ ■ ]

[ ■ ■ ■ ■ ■ ■ ■ ■ ]

**Licensee**

[Signature]

[Print name]

Date signed [date]

# Explanatory notes:

## Licence to occupy room

### General notes

1. 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 [redacted], [redacted] [redacted].

### 2. Permitted and prohibited arrangements

The Tenant Fees Act 2019 (Act) makes important changes to the previous law. The key provisions of the Act restrict the kinds of payments that landlords and letting agents can require and prohibit certain arrangements. In addition the Act sets out stringent regulations for the treatment of [redacted] ([redacted]).

The only payments you can charge in connection with [redacted]:

1. the rent
2. a refundable tenancy deposit capped at no more than five weeks’ rent where the annual rent is less than £50,000, or six weeks’ rent where the [redacted] [redacted] £ 50 , 000 [redacted].
3. a refundable holding deposit (to reserve a property) capped at no more [redacted] [redacted].
4. payments to change the tenancy when requested by the tenant, capped at £50, or [redacted] [redacted].
5. payments associated with early termination of the tenancy, when requested [redacted] [redacted].
6. payments in respect of utilities, communication services, TV licence [redacted] [redacted]; [redacted]
7. a default fee for late payment of rent and replacement of a lost key/security device , [redacted]

So far as applicable we have included terms in this agreement in [redacted] [redacted].

If the fee you are charging is not on this list, it is a prohibited payment and you should not charge it. A prohibited [redacted].

To find detailed guidance, please visit:



..... , .....  
.....

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**

The Tenant Fees Act 2019 states that you can only charge a licensee a default fee where this has been written into the .....  
.....  
..... 14 .....

The fee will be a prohibited payment where this exceeds interest at more than 3% above the Bank of England’s annual percentage rate for .....  
..... . ..... 1 ..... 4 ( 5 ) .....  
..... 2019 .

We have worded this paragraph for compliance.

Leave it as is.

**5. Inventory and return of Deposit**

This paragraph covers two important points.

First, **Inventory**: The inventory should .....  
.....  
.....

We have provided an example “.....” .....  
.....

We have given .....  
.....

Second, **Deposit**: Where there is no dispute, the licensor must return the deposit to .....  
.....  
..... , .....  
.....

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 .....,  
.....  
..... .

7.2. A member of your family occupied the .....,  
.....  
.....  
..... .

This paragraph covers ....., .....,  
..... .

### 8. Notices

**Alternative address:** A frequent difficulty for a licensor is to contact a licensee .....,  
..... . .....  
..... . .....  
..... .

We have therefore provided an option for the licensor to take an alternative address. The  
most ....., .....  
....., ....., .....,  
..... .

8.3: you should .....,  
..... .

### 9. Jurisdiction

Leave in place.

End of notes