

**LODGER AGREEMENT**

For letting a room in a furnished property

BOTH COPIES OF THIS AGREEMENT SHOULD BE COMPLETED AND SIGNED – ONE FOR THE HOUSEHOLDER AND ONE FOR THE LODGER

**The Property:** (Address):

**The Room:** Meaning the room at the Property which has been agreed between the Householder and Lodger to be take by the Lodger

**The Householder:** (Name):  
Whose address is the Property printed above

**The Lodger:** (Name):  
Of (Address):

**The Term:** ..... (weeks/months) beginning on ...../...../.....

**The Shared Areas:** Referring to the rooms in the Property which the Householder has agreed can be used by the Lodger on a shared basis with the Householder (and any other people living at the Property), including  
.....  
.....

**Early Termination:** By mutual agreement, either party may at any time end this Agreement earlier than the end of the Term by giving to the other written notice of ..... (weeks/months)

**The Services:** Referring to the services which the Householder hereby agrees to provide to the Lodger which shall include: .....  
.....

**The Payment:** The rent shall be £..... per week/month payable in advance on the ..... day of each week/month and will constitute payment for the Room and Services laid out above

**The Deposit:** The deposit is the sum of £.....

**The Inventory:** Referring to the list of the Householder’s possessions (which the Lodger is permitted to use) at the Property/in the Room which has been checked and signed by both the Householder and the Lodger

**Dated:**

**Signed:**

(The Householder)

(The Lodger)

Signature (Householder) .....

Signature (Lodger) .....

This agreement comprises of the details printed on page one and of the terms and conditions printed below whereby the Room is licensed by the Householder and accepted by the Lodger for occupation during the Term having made the Payment and paid the Deposit as specified above.

**Terms and conditions**

- 1. **This Agreement** is personal to the Lodger and is not assignable. It will terminate automatically with no notice if the Lodger ceases to reside at the Property, or fails to make two or more of the payments which are due.
  
- 2. **The Lodger's obligations:**
  - 2.1 To pay monies owed (the Payment) to the Householder at the times and in the manner set out on the first page of the Agreement.
  - 2.2 To keep the interior of the Room in a good condition and in a clean state. They must not damage or injure the Property of any part of it.
  - 2.3 Not make any alterations or addition to the Room or, without the Householder's consent, redecorate or paint the Room.
  - 2.4 To only use the facilities of the Shared Areas of the Property in conjunction with the occupation of the Room.
  - 2.5 To retain in the room all of the items listed in the Inventory (if any) and ensure they remain in a good and clean condition.
  - 2.6 They may not (without the Householder's prior consent) keep any pet, animal or bird at the Property.
  - 2.7 To have use/not have use of the garden at the Property, if any.
  - 2.8 To not do or permit others to do anything on or at the Property which may be or become a nuisance or annoyance to others including: the Householder, any other occupiers of the Property, or occupiers of nearby premises. Nor may they do or permit others to engage in activities which may in any way prejudice the insurance of the Property or increase the insurance premium payable by the Householder.
  - 2.9 To only occupy the Room in a manner befitting that of a private residence.
  - 2.10 To make a reasonable and proportionate contribution to all charges, including: .....  
.....  
during the Term of this Agreement.
  - 2.11 To pay overdue rental payments subject to interest at rate of .....% per annum calculated from the date payment is due up until the date of payment received.
  - 2.12 Not to let or share any rooms at the Property, or take in any lodger or paying guest or, without the consent of the Householder (not to be unreasonably withheld), to permit any person to sleep or stay at the Property.
  - 2.13 To forfeit the Room at the end of the Term in the same condition and state it was in at the beginning of the Term, including cleanliness.
  - 2.14 To supply the Householder with a forwarding address when the Agreement terminates and remove all waste and personal items (including the Lodger's own furniture and equipment) from the Property before leaving.

Signature (Householder) .....

Signature (Lodger) .....

**3 The Deposit:**

- 3.1 The Deposit will be held by the Householder for the duration of this agreement and refunded to the Lodger at the end of the Term less any reasonable deductions properly made by the Householder for any reasonable costs incurred by or losses caused to the Householder by any breaches of the Lodger's obligations under the Agreement. No interest is payable by the Householder to the Lodger in respect of the deposit money.
  - 3.2 The Deposit shall be repaid to the Lodger, at the forwarding address provided by the Lodger to the Householder. Payment is to be made as soon as reasonably practical. However, the Householder shall not be bound to return the Deposit until satisfied that no money is repayable to the Local Authority if the Lodger has been in receipt of Housing Benefit. The Deposit is not payable until The Householder has had reasonable opportunity to assess the reasonable cost of any repairs required as a result of any breaches of the Lodger's obligations by the Lodger or other sums properly due to the Householder under clause 3.1 above. Unless in exceptional circumstances, the Householder shall not retain the Deposit for more than one month.
  - 3.3 At any time during the Term the Householder may apply any part of the Deposit to cover any reasonable costs incurred as a result of any breaches of the Lodger's obligations by the Lodger or permitted by the Lodger, or to cover other sums due to the Householder. In such eventuality, the Lodger shall upon demand pay by way of additional Payment to the Householder any additional sums needed to restore the full balance of the Deposit to its original sum.
- 4 Should the property suffer damage which shall make a substantial proportion of the Property uninhabitable, the Lodger shall be relieved from making the Payment by an amount proportionate to the extent to which the Lodger's ability to live in the Property is inhibited or prevented, except where the damage has been caused by any act of the Lodger or anybody permitted in to the property by the Lodger or where the Householder's insurance cover has been adversely affected by any act or omission on the part of the Lodger.
- 5 The Householder will, upon demand, provide to the Lodger a copy of his/her insurance policy (if any) and relevant terms and conditions.
- 6 The Lodger shall not have exclusive possession of the Property.
- 7 The Householder retains absolute discretion with regards to the identity of any other occupiers (if any).
- 8 On condition that the right of early termination in the definition of 'The Term' on page one (see 'Early Termination') has not been deleted, then either party may at any time during the Term terminate this Agreement by giving to the other prior written notice to that effect. The length required for notice is to be that stated in the Early Termination section and upon the expiry of said notice this Agreement shall end with no further liability of either party except for any existing breach.
- 9 It is hereby agreed that if both parties agree to the Lodger continuing in occupation of the Room after the end of the Term, The Lodger's occupation shall still be in subject to the Terms and Conditions set out in this agreement, and this will continue to be so until such time as a new agreement is signed or the Lodger vacates the Property.

Signature (Householder) .....

Signature (Lodger) .....

**10** After the Term specified on the first page of this agreement has ended, either party will be entitled to end this agreement by giving ..... month's notice. This notice may expire at any time. However, if the notice period ends during a rental period, the Lodger shall only be responsible for paying a proportionate part of the rent for that rental period.

**11** Where printed, the following is implied:

- 11.1 The 'Householder' includes the successors in title to the Householder's interest in the Property.
- 11.2 The 'Property' includes all the Householder's fixtures and fittings in the Property and all the items listed in the Inventory (if any)
- 11.3 The 'Term' indicates the length of time stated on page one under the title "The Term" unless in the case of an earlier termination or extension.
- 11.4 All references to the singular shall include the plural and vice versa.
- 11.5 Any obligations or liabilities of more than one person shall be joint and several.
- 11.6 An obligation on the part of a party shall include an obligation not to allow or permit the breach of that obligation.

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Signature (Householder) .....

Signature (Lodger) .....

**Notes:**

- Check and replace where necessary all dotted or 'delete as appropriate' sections.
- Check all current stated charges and replace as necessary.
- Carefully read the agreement and make sure you agree with all clauses.
- Before using the Lodger Agreement, we recommend you have a solicitor approve with or without amendments.
- This document is for use in England and Wales where the property is furnished.
- We recommend you use this document in conjunction with our Inventory form

You agree that Hubbaguru Ltd (or any trading names of Hubbaguru Ltd) will not be liable to you or any third party for any consequential or incidental loss or damage (including but not limited to loss of revenue, loss of profits, loss of anticipated savings, wasted expenditure, loss of privacy and loss of data) or any other direct, indirect, special or punitive damages whatsoever that arise out of or are related to the use of the Hubbaguru Ltd (or any trading names of Hubbaguru Ltd) websites or documents.

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Signature (Householder) .....

Signature (Lodger) .....