



RESIDENT LANDLORD TENANCY AGREEMENT

Excluded Tenancy Agreement for Resident Landlords Renting Out Rooms Individually (Lodgers Agreement)

WARNING This is a legally binding document - sign it only after you have read it all, and after having taken independent advice if you wish.

Reference to 'Owner' in this Agreement will include a Licensor, an Agent or any other person acting on behalf of the Owner or Licensor. An Assured Shorthold Tenancy will **NOT** be created by this Agreement

OWNER/S

SHARER/S

.....

THE PROPERTY (ADDRESS)

.....

THE ROOM/S (the room/s at the property, which the owner has nominated, and the sharer has agreed, for the sole use of the sharer)

.....

THE COMMON PARTS (the rooms and facilities in the Property that the sharer will be allowed only to share with other occupiers)

.....

TERM you are entitled occupy the Room and share the Common Parts from the Commencement Date until either we or you give the other written notice to end this Agreement.

COMMENCEMENT DATE/...../20.....

RENT £..... payable in advance every calendar week / 2 weeks / 4weeks / month

RENT INCLUDES / DOES NOT INCLUDE electricity / gas / council tax / water charges

DEPOSIT £.....received on/...../20..... signed.....

THIS AGREEMENT refers to the details above and the terms and conditions following so that the Room/s is/are licensed by the Owner and taken by the Sharer for occupation during the Period on payment of the rent.

1. The Sharer/s shall pay the first full payment of rent on the/...../ 20.....

2. This agreement does/does not include the use of the Owner's furniture and effects, including /except for: -

.....

3. The Sharer/s will pay to the Owner the deposit aforementioned on the signing of this Agreement and the deposit shall be held by the Owner against any claim for non-payment of rent, damage caused to the Premises during the occupation, or any breach of the Agreement, otherwise the deposit shall be returnable in full to the Sharer/s by the Owner (without interest) not later than 14 working days after the end of the occupation and the return of all keys to the Owners.

4. If two or more persons are the Sharers the landlord may enforce the terms of this Agreement against all or any of the named individuals.

5. The term 'Premises' when used in this Agreement shall mean the Room and the Common Parts.

A guarantor is / is not required (see SWLA Deed of Guarantee form)

GUARANTOR NAME..... Telephone

ADDRESS.....

EMAIL.....

THE SHARER/S WILL: -

1. Pay the Rent at the times and in the manner specified in this Agreement.
2. Pay interest on any late rent payments which are overdue by 14 days or more, this will be subject to interest at the rate of the Bank of England's base rate plus 3%. This interest will be charged on the overdue amount for the number of days that the payment is outstanding.
3. Pay all or a fair proportion of the charges in respect of any telephone, internet, televisual services used at or supplied to the Premises during the tenancy.
4. Not deduct the deposit or any other sum from any rent payment.
5. Not damage or injure the Premises.
6. Permit the Landlord to enter the Premises at all reasonable hours upon 24 hours written notice, to inspect the Premises, furniture and effects, to carry out safety checks or any repairs or maintenance to the Premises or elsewhere which the Landlord or local authority may consider necessary and for the purpose of allowing prospective sharers or buyers to view the Premises.
7. Not assign sub-let or part with possession of part or the whole of the Premises.
8. Return the keys of the Premises to the Owner by 12 noon on the final day.
9. Not to take in any Lodger, Paying Guest or any other person without the prior written consent of the Owner.
10. Not to;
 - (i) use or permit the Premises to be used other than for the purpose of a single dwelling
 - (ii) carry on or permit to be carried on any trade, business or profession from the Premises
 - (iii) carry on or permit to be carried on any activity contrary to the law
 - (iv) use or possess any illegal substances or non-prescribed medication in the Premises other than over the counter medication.
11. Use the Premises in a proper manner and not to cause or do anything, which would be a nuisance or annoyance to any adjoining occupiers.
12. Not to do anything which would cause an increase in the premium of insurance on the Premises and be responsible for insurance of personal possessions.
13. Not fix or suffer to be fixed to the interior or exterior of the windows of the Premises any notice, sign, poster or advertisement without the prior written consent of the Owner.
14. Not without the prior written consent of the Owner keep any Cat, Dog or pets of any kind on the Premises.
15. Not vacate the Premises for a period longer than 7 consecutive days without first informing the Landlord.
16. Not move anything into or store on the Premises (including furniture) except the Sharer's personal Effects without first obtaining the consent in writing of the Owner.
17. Not apply adhesive or adhesive tape or fix tape, pins nails or other fixings of any kind to the walls, wallpaper or decorated surfaces of the Premises including ceilings woodwork doors or furniture.
18. Keep the doors of the Premises locked at all times when the Sharer is not in the Premises.
19. Not use any paraffin oil or gas heater other than that provided by the Owner nor bring into the Premises any Combustible fluid.
20. Not alter, pull-down add to or in any way interfere with the construction or arrangements of the rooms.
21. Be responsible for the cleanliness of the kitchen, bathroom, stairways and lobbies. Cooking appliances and utensils shall be properly used and cleaned after use.
22. Make every effort to prevent damage by water penetration to the decorations and contents and undertake to inform the Owner at once of any penetration by water.
23. Make all necessary efforts to prevent damage by inclement weather conditions to the central heating system (if any).
24. Inform the Owner of any outbreak of fire or of any burglary or attempted burglary.

25. Not without the Owners prior consent install any new locks in the Premises nor alter or change any existing lock in the Premises.
26. Any infestation becoming apparent, to be reported to Landlord.
27. Not hang any clothes at or out of the windows of the Premises.
28. Not affix or have fixed to the interior or exterior of the Premises any Aerial or Cable of any kind without first obtaining the written consent of the Owner.
29. Keep clean, a reasonable proportion of all stairways leading to the Premises and not obstruct any passageways in the Premises with bicycles, prams, boxes, bins or similar equipment.
30. Not have any visitors or guests in the Premises between the hours of 11.00pm and 7.00am.
31. Not carry out any internal or external decorating without first obtaining the written consent of the Owner.
32. Not move any of the Owner's furniture or possessions out of the Premises.
33. Dispose of all refuse in accordance with Local Authority requirements including separating waste into receptacles provided for re-cycling. Refuse should not be put out before 6 p.m. on the day before collection. Refuse collection is on
34. Be responsible for adequately ventilating the Premises so as to prevent the formation of condensation in Premises.
35. Not hold parties, make noise or use sound reproduction equipment or musical instruments in or about the property in such a manner so as to be a nuisance to other persons in the property, adjoining properties or surrounding areas.
36. Not bring into the Premises or use any electrical equipment, which does not comply with current U.K. electrical regulations.
37. Not operate any washing machine whether the property of the Owner or the Sharer before 8.00 in the morning or after 9.00 at night and be present in the Premises whilst any washing machine is operating and on no account leave a washing machine to operate by itself automatically. In the event of a breach of this clause by the Sharer he/she will be held solely and fully responsible for any damage caused to the Premises, adjoining properties, and their contents as a result of the operation of any washing machine.
38. At the end of the tenancy leave the furniture and effects in the same rooms in which they were at the commencement of the tenancy.
39. Deliver up the Premises at the end of the license in a clean and tidy condition and agree that any effects left after the end of the license will be disposed of by the Owner forthwith.

HERE INSERT ANY SPECIAL CONDITIONS

THIS AGREEMENT may be brought to an end by either party giving to the other.....weeks written notice IT IS HEREBY AGREED that any Notice to be served upon the Sharer by the Owner shall be sufficiently served if left at the Premises in the form of a letter addressed to the Sharer or sent by post in a letter addressed to the Sharer at the Premises (in the last instance service shall be deemed to be made at a time in which the letter would in the ordinary course be delivered when stamped as first class mail)

PROVIDED ALWAYS that if the said rent or any part thereof shall be in arrears for at least seven days after the same shall have become due (whether formally demanded or not) or if the Sharer(s) shall commit a breach of any of the several agreements and stipulations herein contained then and in such case it shall be lawful for the Owner at any time thereafter to re-enter upon and take possession of the Premises and of the said furniture and effects but without prejudice to the other rights of action which the Owner may have to recover all such rent in arrears and damages in respect of any breach of this agreement.

THE OWNER hereby agrees with the Sharer(s) that the Sharer(s) paying the rent and performing and observing all the agreements herein contained the rooms are licensed by the Owner and taken by the Sharer(s) and the Sharer(s) shall quietly enjoy the Premises during the occupation

DATA PROTECTION

The Landlord is the Data Controller and will retain information about this tenancy for up to 7 years after it has ended. The Landlord will only collect and process Data as necessary and only to the extent that is needed. The Tenants / prospective Tenants / Guarantor (where applicable) acknowledge that the Landlord may share relevant information to third parties requesting a reference and others where the Landlord has a statutory duty to do so. Where you have a joint tenancy or a Guarantor, as necessary, information will be shared with the joint Tenant / Guarantor in relation to the performance of your tenant responsibilities ie rent, tenancy breach etc. All personal information obtained from the Tenant/s is used solely for the granting and managing of this AST and to comply with the Housing Act and relevant Landlord/Tenant legislation. Data will be generated internally for example to keep rent records.

The Landlord's legal reason for collecting and processing personal Data is; to perform their contract so that they can carry out their responsibilities under the tenancy agreement.

SHARER/S DETAILS

Name

Previous Address.....

Occupation.....Employer.....

National Insurance No.....DoB.....Place of birth.....

Next of Kin.....Tel No

Address.....

Name.....

Previous Address.....

Occupation.....Employer.....

National Insurance No.....DoB.....Place of birth

Next of Kin.....Tel No

Address.....

DETAILS OF OTHER SHARERS – ATTACH A SEPARATE SHEET IF REQUIRED

NOTICE FOR THE PURPOSE OF SECTION 48 LANDLORD & TENANT ACT 1987
The address in England & Wales at which notices and proceedings may be served upon the Owner is: -
OWNERS NAME.....Tel No
ADDRESS.....

The information contained is true and accurate. I agree that my previous Owners/Landlords and my employer may be contacted for references.

DATED/...../20.....

SIGNATURE/S OF SHARER/S.....
.....

SIGNATURE OF LANDLORD.....

IF SIGNED BY AN AGENT, NAME AND ADDRESS OF AGENT.....

.....
SOUTH WEST LANDLORDS’ ASSOCIATION give notice that whilst this form of agreement was in our opinion accurate and suitable for use at the time of printing, SWLA shall not be held liable for the consequences of using this agreement.