

# OWNER OCCUPIERS “HOMESTAY” AGREEMENT

## for use when letting lodgings to students

### SECTION A - DETAILS OF THE TENANCY

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#### 1 START DATE OF AGREEMENT

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This agreement comes into force on:

*(Insert date when the agreement is intended to be binding. This may be before, or on the same date, as the start of the occupancy)*

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#### 2 DETAILS AND ADDRESS OF LODGINGS

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The lodgings are a single\*/shared\* furnished\*/unfurnished\* (*\*delete as appropriate*)  
at (Insert address)

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#### 3 NAME OF OWNER(S)

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The owner of the property is:

*(Insert Owner's full name and all names if there is more than one owner)*

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#### 4 NAME OF STUDENT

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The Student is:

*(Insert student's full name. A separate agreement must be completed for each student where there is more than one, even if they are sharing a room)*

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#### 5 STUDENT'S PERMANENT ADDRESS

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The Student's permanent address is:

*(Insert address, not all students will have a home address)*

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#### 6 TERM

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The student is entitled to occupy the lodgings

from and including *(Insert Start date)*  
at [ ] am/pm *(Insert time)*

up to and including *(Insert End date)*  
at [ ] am/pm *(Insert time)*

### SECTION B - PAYMENT FOR THE LODGINGS

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#### 7 PAYMENT

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The payments for the lodgings is [£ ] (Insert Amount)

Per week\*/per calendar month\* (*\*delete as appropriate*)

and the student must pay this to the owner in advance on [ ] (Insert day)  
of each week\*/of each calendar month\* (*\*delete as appropriate*)

*Section B continued*

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**8 DEPOSIT**

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The student must pay the owner a deposit of [£            ] (Insert amount)

at the start of occupation, against which the owner is entitled to charge for damage (other than fair wear and tear) or non-payment and the owner must return the deposit (less any proper deductions) to the student at the end of the occupation. *(A deposit is normally equal to one month's or four weeks' payment).*

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**9 WHAT PAYMENT COVERS**

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Payment includes *(delete those that are not appropriate):*

- Electricity charges
- Gas charges
- Water charges
- Council tax
- Use of telephone (paying for calls)
- Private bathroom / Use of shared bathroom
- Private kitchen / Use of shared kitchen
- Use of lounge
- Breakfast
- Lunch
- Evening meal
- Shared Television/ Television in room (pay own licence)
- Internet connection (but not PC or charges)
- All bed linen/ blankets/quilt and pillows only
- Towels
- Use of washing machine
- Use of tumble dryer
- Space for drying and airing clothes
- Washing of laundry
- Ironing
- Use of iron and ironing board
- Cleaning of room
- Cleaning materials
- Use of cleaning equipment
- Off-street parking
- Use of garden
- Buildings insurance
- Contents insurance
- Other (Please specify):

**SECTION C - THE OWNER'S OBLIGATIONS**

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**10 STRUCTURE**

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The owner will maintain the structure, exterior and the fixed electrical and heating appliances, and all sanitary facilities in the property in good condition, but this does not include repairing any damage caused by the student. *(The owner has a legal obligation to do this in most cases)*

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**11 INSURANCE**

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The owner will arrange for the property (but not the student's possessions) to be insured and will try to arrange for prompt repair to damage caused by an insured risk. The owner is not obliged to re-house the student if the property is damaged by an insured risk, but as long as the student's actions or neglect have not caused the insurer to withhold policy monies, the owner will (a) refund to the student a fair proportion (according to the extent and nature of the damage) of advance payments made by the student for the period between damage and restoration, and (b) release the student for the remaining period of this agreement if the student requests.

*Section C continued*

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**12 AMENITIES**

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The owner will ensure there is an adequate supply of hot and cold water available to the student and adequate facilities for preparing food if all meals are not provided. *(The owner has a legal obligation to do this in most cases)*. If heating bills are included in the payment, the owner will keep the lodgings adequately heated.

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**13 STUDENT'S PRIVACY**

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The owner will respect the student's privacy and will not go into the lodgings any more than strictly necessary.

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**14 FURNITURE**

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Foam-filled furniture in properties should carry a label that it passes the match/cigarette tests, as appropriate.

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**SECTION D - STUDENT'S OBLIGATIONS**

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**15 UTILITY CHARGES**

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Where charges for electricity, gas, water, telephone, council tax or any other facilities are not included in the weekly or monthly payment, the student will pay these to the relevant supplier or authority

The student will use fuel responsibly and will not leave on lights, heating, or leave equipment on standby if it would be reasonable to turn them off

If heating bills are included in the payment for the lodgings, the owner will keep the lodgings adequately heated.

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**16 DAMAGE**

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The student will use the property and its contents carefully and not cause any damage (but if there is accidental damage, the student will report this to the owner) and will keep the lodgings clean and tidy

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**17 ACCESS**

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The student will allow the owner access to the lodgings at reasonable times for all reasonable purposes.

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**18 SUBLETTING**

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The student will not sublet the lodgings or allow anyone else to live there (other than the other nominated student in the case of a shared room)

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**19 ANNOYANCE**

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The student will not do anything which causes a nuisance or disturbance to the owner or anyone else living at the property or to neighbours

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**20 BELONGINGS**

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The student will keep their belongings in the lodgings and not leave them in other parts of the property unless the owner agrees.

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**21 OWNERS INSURANCE**

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The student will not bring any dangerous items or substances into the property or do anything which would be expected to invalidate the owner's insurance of the Property, or entitle the insurers to refuse a claim or increase the premium

*Section D continued*

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**22 SECURITY**

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The student will always make sure the property is properly secure before leaving it empty

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**23 ELECTRICAL**

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The student will not use any electrical device in the property unless the owner has agreed that it is safe

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**24 KEYS**

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The student will not have any duplicate keys to the property made and will immediately report any lost key(s) to the owner

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**25 FORWARDING ADDRESS**

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The student will leave a forwarding address with the owner when s/he leaves

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**26 TERMINATION OF AGREEMENT**

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The student may terminate this agreement if the owner does not comply in any material way with his/her obligations and the owner may terminate this agreement if the student does not comply in any material way with his/her obligations

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**27 END OF AGREEMENT**

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As the lodgings are part of the owner's home, and not a separate dwelling, this is agreement not an assured shorthold tenancy and the student is not entitled to remain in occupation after it has ended (including in circumstances where the owner terminates it in accordance with clause 26)

**SECTION E - SPECIAL CONDITIONS**

*In this section delete any terms which will not apply to the letting.*

*Add any terms which the owner and the student agree, which are not covered elsewhere in the agreement*

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**28 FAILED PAYMENT**

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The owner will charge the student £[       ] for each failed payment (eg bounced cheque, missed standing order or refused direct debit)

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**29 PETS AND ANIMALS**

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The student will not keep any animal in the property without the owner's prior permission, which does not have to be given unless the animal is to assist with a disability, and which may be withdrawn if the animal causes damage or is a nuisance

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**30 NOTICES**

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The student will not display any notices that are visible from outside the Property (other than temporary notices of a domestic nature such as a notice left for the milkman);

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**31 VEHICLES**

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The student will not bring any vehicle or vehicle parts indoors, unless it is for assistance with a disability and specifically designed for indoor use

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**32 CODE OF STANDARDS**

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Where the owner has told the student that the property complies with an approved code of standards, the owner will give the student a copy of the relevant code and will comply with it.

*Section E continued*

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**33 OVERNIGHT GUESTS**

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The student shall/shall not\* (Delete as applicable) be entitled to have occasional overnight guests, with the owner's prior permission. Occasional will usually mean not more than [once / twice a month]. Any guests must sleep in the student's room and must behave with utmost courtesy to the owner. The owner may request a student's guest to leave the property in circumstances where it is reasonable for the owner to do so.

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**34 CRB CHECKS**

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Where the student is under the age of 18 the owner will, if the student or their parent or guardian requests, consent to a CRB check being carried out on the owner and on all members of the owner's household who are over 18 years old. The student's educational institution may need to apply for the CRB check on the student's behalf.

Other terms, to be agreed between owner and student:

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**Owner's recourse if student does not comply with his/her obligations under this agreement**

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The owner is entitled to claim from the student for any loss caused as a result of the student's failure to comply with his/her obligations (including the cost of employing professional cleaners, advisers or taking court proceedings) even if these costs exceed the amount of the deposit. The owner will only be able to claim the amount required to put them back in the same financial position they would have been in if the student had complied with their obligations.

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**Student's recourse if owner does not comply with his/her obligations under this agreement**

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The student is entitled to deduct from the weekly/monthly payment a fair and reasonable sum by way of compensation if the owner fails to comply with his/her obligations. If this is more than the payment, the student is entitled to claim from the owner for any loss caused as a result of the owner's failure to comply with his/her obligations. The student will only be able to claim the amount required to put them back in the same financial position they would have been in if the owner had complied with their obligations.

Signed by the owner ..... Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Signed by the student ..... Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Both owner and student should sign with their usual signature. There is no need for the signature to be witnessed. The agreement should be prepared in duplicate, so that both student and owner can keep a copy. It is better to sign both copies at the same time, rather than sign a single agreement to be photocopied later.

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**IMPORTANT NOTICES**

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© Unipol Student Homes 2008. Further information on registration and Code of Standards membership can be obtained by contacting Unipol at 155-157 Woodhouse Lane, Leeds LS2 3ED. Telephone: 0113 243 0169, Fax: 0113 234 3549. Web: [www.unipol.leeds.ac.uk](http://www.unipol.leeds.ac.uk)  
Email: [unipol@unipol.leeds.ac.uk](mailto:unipol@unipol.leeds.ac.uk)

This agreement has been designed for use by owners housing Homestay students and it is not suitable for use as a tenancy agreement for a self-contained dwelling. For details of other Unipol standard agreements, visit [www.unipol.org.uk/leeds](http://www.unipol.org.uk/leeds). This agreement does not constitute legal advice and **it is the responsibility of the owner and the student** to ensure that this agreement is suitable for their particular arrangement. Unipol Student Homes makes no guarantee about the suitability of this agreement for individual circumstances and accepts no responsibility for actions taken or decisions made on the basis of its contents.