

OWNER OCCUPIERS AGREEMENT
for use when letting lodgings to students

Start date of Agreement 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)*

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

Name of owner(s) The owner of the property is
(Insert Owner's full name and all names if there is more than one owner)

Name of Student 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)

Student's permanent address The Student's permanent address is
(Insert address not all students will have a home address)

Term 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)*

PAYMENT FOR THE LODGINGS

Payment 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*)

Deposit 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 months or four weeks payment).

What payment Covers

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

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

THE OWNER'S OBLIGATIONS

Structure	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. (<i>The owner has a legal obligation to do this in most cases</i>)
Amenities	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. (<i>The owner has a legal obligation to do this in most cases</i>)
Student's privacy	The owner will respect the student's privacy and will not go into the lodgings any more than strictly necessary
Furniture	Foam-filled furniture in properties should carry a label that it passes the match/cigarette tests, as appropriate.

STUDENT'S OBLIGATIONS

Utility charges	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
Damage	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
Access	The student will allow the owner access to the lodgings at reasonable times for all reasonable purposes
Subletting	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)
Annoyance to	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

neighbours etc

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

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

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

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

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

Termination of agreement 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

End of agreement As the lodgings are part of the owner's home, and not a separate dwelling, this agreement is 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 23)

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

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

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.

IMPORTANT NOTICE

This agreement was prepared by Denison Till, solicitors, on the instructions of Unipol Student Homes. It aims to be fair to both owners and students. Whilst it has been drawn up in good faith, and according to current law, this agreement is only intended to be a guide to students and owners, and there may be circumstances where it is not appropriate to use it. It is the responsibility of owners and students to make sure the agreement is suitable for their needs, and neither Unipol Student Homes nor Denison Till accepts any responsibility for any losses arising from its use or misuse.

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