

Lodger Agreement

Dated: 24/08/2023

Important: this agreement is a binding document. Before signing it you should read it carefully to ensure that it contains everything you do want and nothing UNACCEPTABLE to you. If you do not understand this agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

27 SHIELL HEIGHTS, AYKLEY WOODS, DURHAM DH1 5TN

1. Parties

The Landlord: Sybil Antonia Omolabi

Landlord's address: **27 SHIELL HEIGHTS, AYKLEY WOODS, DURHAM DH1 5TN**

The Lodger: Tanya Gupta, B-38 Sangam Apartments, Sector-9, Rohini, Delhi, India

2. Accommodation

Shared areas: Lounge, kitchen, hallway

Lodger's accommodation: En-suite bedroom, cupboards in kitchen

3. Start date and duration

The occupancy agreement will start on: 01/09/2023

The occupancy agreement will end on: 31/03/2024

The occupancy agreement will be ongoing as per the following amendment:

4. Rent and Interest

The rent is £600 per calendar month paid monthly in advance. The first payment will be paid before the start date (01/09/2023) and the subsequent payments will be paid on the **23rd** of each calendar month thereafter. Should the Lodger fail to pay the rent the Landlord may serve upon them a notice for payment/removal or apply to court for payment/removal.

Payment will be by direct debit into the Landlord's bank account:

Sort Code: 070436

Account Number: 42847169

Name on Account: Miss Sybil Omolabi

Lodgers initials: TG..... Landlord initials: SO.....

Interest on sums not paid The Lodger must pay interest at the Interest Rate on any rent or other payment lawfully due under this agreement that is not received by the Landlord by 14 days after the payment was due. This interest is payable from the date on which payment of the rent or other payment was due to the date of actual payment, both before and after any court judgement.

Costs of Enforcement The Lodger must pay the Landlord's reasonable costs, fees, charges, disbursements and expenses properly incurred in relation to or incidental to recovery or attempted recovery of arrears of rent or other sums due under this agreement.

Cost of replacement keys

The Lodger must pay the Landlord's reasonable costs, fees, charges, disbursements and expenses properly incurred in relation to loss of keys

5. Deposit

On or before the start date a deposit of £750 will be paid by the Lodger to the Landlord. The Landlord will give the Lodger a receipt for the deposit.

The Landlord will be entitled at the end of the occupancy agreement to deduct from the deposit any sums due by the Lodger to cover the cost of cleaning, repairing or replacing any broken, damaged or lost items and the expense of making good any failure by the Lodger to fulfil any other conditions of the occupancy agreement.

The deposit or remainder of the deposit will be refunded to the Lodger within 28 days, or as soon as possible after the termination of the occupancy agreement. A list of deductions from the deposit will be attached where deductions have been made, notwithstanding fair wear and tear. Where deductions have been made from the deposit copies of receipts for any money deducted will be sent to the Lodger.

Lodger's obligations

6. Contents

The Lodger agrees that the signed inventory is complete and accurate at the beginning of the Lodger agreement. The Lodger has a period of 7 days within which to make sure that the inventory is accurate and inform the landlord of any mistakes. The landlord has the right to deduct from the deposit any costs incurred from the damage, destruction or missing of any items on the inventory caused by the Lodger.

7. Insurance

It is the Lodger's responsibility to insure their personal effects.

Lodgers initials: TS..... Landlord initials: SO.....

8. Duty to take reasonable care of the property

The Lodger agrees to take reasonable care of the property and the common areas by keeping their room and shared areas clean, tidy, free from rubbish and taking reasonable steps to avoid causing damage to the property. The Lodger accepts liability for any damage caused to the Landlord's property by them and will bear the costs of any repairs necessary as a result of such damage.

The Lodger must ensure all rooms are kept sufficiently heated and ventilated to prevent any damage due to mould, mildew or condensation, this to include ensuring any ventilation air bricks are not blocked or obstructed and window trickle-vents are left open and ensuring any extractor fans fitted are turned on and operated as designed. The lodger or the lodgers guests must not smoke inside the property or use the balconies for smoking.

Alterations The Lodger must not damage or injure the property or make any alteration to the property. The Lodger must not remove any furniture fixtures without the Landlords permission. The Lodger must not attach anything to the walls of the premises by any means whatsoever without first obtaining the Landlord's consent.

9. Respect for others

Residential use The Lodger must not use the property except as a single private residence for occupation by the Lodger personally.

Grant of licence

The Landlord grants and the Lodger accepts a licence to occupy the Room at the Property for the Term at the Rent with the right to use the Common Areas on the terms contained in the Agreement.

The Lodger accepts that this agreement does not grant an assured or assured shorthold tenancy as it is a letting granted by a resident landlord.

The Agreement is personal to the Lodger.

The Room is part of the Property together with the fixtures and fittings set out in the Inventory.

If the Lodger has the use of the Landlord's furniture these are listed in the Inventory. The Lodger will:

- a. not damage or remove any of the items in the Inventory from the Property; and
 - a. make good all damages and breakages of items on the Inventory which may occur during the Term; and
 - b. keep the items in the Inventory clean and in a good condition.
 - c. Report repairs to the property promptly to the landlord with photo/video evidence

Nuisance The Lodger must not do anything on the property or the building that may reasonably be considered to be a nuisance or annoyance to the Landlord or the owners or occupiers of adjacent or neighbouring property. The Lodger must not: act in an antisocial manner towards the Landlord or any visitor to the property; allow any visitors to act in an antisocial manner; leave rubbish in inappropriate places.

Auctions, trades and immoral purposes The Lodger must not use the property or allow it to be used for any auction sale, any dangerous, noisy or offensive activity, or any illegal or immoral act or purpose, and must not carry on any commercial activity on it.

Noise The Lodger must not play any musical instrument or device and must not allow noise from any machine or equipment to be heard outside the property in such manner that may cause a disturbance after 2300 hours or before 0800 hours on any day.

Security The Lodger must keep the property secure and must refrain from changing the locks.

10. To pay the Rent and all other sums due under the Agreement (whether formally demanded or not) clear of all deductions at the agreed times.
11. To contribute reasonable costs (up to 50%) for the periodic (bi-monthly or as reasonable) professional cleaning of communal areas and kitchen appliances and the ensuite bathroom.
12. To pay a reasonable and proportionate contribution (according to use) of all charges of gas, electricity, oil, water, sewerage, telephone (including line rental), or other services used at the Property. This will be at 50% when the landlord is present in the property and 100% when the landlord is not present in the property. This is to be paid within 3 days of a balance being forwarded to the lodger.
- 12b. To pay a reasonable and proportionate contribution for council tax. This is to be paid within 3 days of a balance being forwarded to the lodger.
13. To keep the inside of the Room and shared areas clean and in a good condition and not damage the Property or any part of it including the prohibition of smoking within and around the property (balconies).
14. Not to take in any lodgers or assign, sublet, charge or part with or share occupation of the Room or any part of it.
15. To use the Room as a single private home and not to carry on any trade, profession or business on or from the Property.
16. To use a mattress cover to protect the mattress in the room at all times.
17. Not to cause a nuisance to any other person in neighbouring properties or to any other person at the Property.
18. Not to use the Room for any immoral or illegal purpose.
19. To permit the Landlord or professional cleaner at reasonable times to enter and check the condition of the Room for maintenance purposes.

20. Pets

The Lodger agrees to not keep any pets without obtaining the prior written consent of the Landlord.

21. Access to the Lodger's room

The Landlord agrees not to access the Lodger's room without prior consent with at least 24 hours notice, unless in the case of an emergency or planned maintenance.

22. Condition of the property and Non-disturbance

The Landlord agrees to keep the property reasonably fit for human habitation. The Landlord must permit the Lodger peaceably to hold and enjoy the property during the tenancy created by this agreement without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him.


23. Ending the Lodger agreement

The Lodger agreement may be ended by either party giving no less than 28 days written notice, rent will still be payable to the end of the fixed term end date, covering the respective void period. The Lodger must hand over to the Landlord all keys by 1200 noon on the date the Term ends.

On leaving the Property:

- a. give the Landlord a forwarding address; and
- b. remove all rubbish and personal items (including the Lodger's own furniture and equipment) from the Property; and
- c. clean and arrange the room and shared areas to the standard displayed in the photo inventory (professional clean recommended)
- d. return all the keys to the Property to the Landlord.

Items left The Lodger will be responsible for meeting all reasonable removal of personal items of property and belongings that are left in the property at the end of the term. If the items are not collected within one month, the Landlord may dispose of the items and the Lodger will be liable for the reasonable costs of disposal. The costs may be deducted from the Deposit and if there are any costs remaining they will remain the Lodger's liability.

Lodger's signature:  _____	Date: Aug 25, 2023
Lodger's full name: Tanya Gupta	

Landlord's signature: *S. Omolabi*

Date: 24 / 08 / 23

Landlord's full name: Sybil Antonia Omolabi

Sybil A Omolabi _____

Lodgers initials: TG Landlord initials: *SO*

House rules:

- Utility bills: Please take a meter reading at the same time every month (preferably by the 30th) and submit the photos to me. The electric meter cupboard is under the stairs. The water meter is on the kerbside where the bins are collected. To ensure we pay actual bills rather than estimated. All meters are labelled '192'.
- Utility bills Please make payment within 3 days of notification/or bill:
- There is no smoking policy, within and around the vicinity of the property including balconies.
- Please remove your shoes or guests shoes in the property.
- There is no access to the bathroom at the rear of the property.
- Bin days: Collected fortnightly on alternate Thursdays, early morning from the kerbside (where the neighbours are putting out the bins). Best to put out on Wednesday evening. Recycling one week. Refuse the next week. See durham.gov.uk for specifics [My Durham search - MyDurham Bin collection dates - Durham County Council](#)
- Washing machine: Filter needs to be emptied once a month by unscrewing (leave a gap of at least a day after use) and rinsing under cold water.
- Vacuum cleaner: If the suction is diminished empty the canister and shake the filter to get rid of excess dirt
- Cooker and backsplash: Please use non-acid cleaning materials to preserve the finish
- Shower cubicle: Please use non-acid cleaning materials to preserve the finish
- Air vents: The flat is 'drying out' and settling in – as a new build. Please keep at least one air vent in the bedroom open. And all air vents in communal areas open
- Ensuite shower please turn on the extractor fan when the toilet/shower is in use
- Windows: Please keep windows open only when you are occupying the room or cooking- there is a tendency for flash rain, insects to enter etc.
- Kitchen worktops: These are made of manmade material. Please use the worktop saver (glass) or pot stand for hot items.
- Post: Please put any post for me in the green box on the counter
- Travelling: If travelling for an extended period of time- please endeavour to shut all windows & balcony doors. Close sinks with sink plugs. Empty fridge & freezer (if possible). Shut off the boiler, electricity (fuse board is located

in the hall cupboard) & gas (tap in the kitchen cupboard or tap in the bedroom in a white box).

- If you smell a gas leak (gas taps are located in the bottom kitchen cupboard & ceiling box adjacent to ensuite shower)
- Bedroom- All furniture items and soft furnishing are new. Please use a mattress cover on the mattress before putting it on the mattress sheet.
- Appliances: Please endeavour to clean the interior of appliances e.g. fridge, freezer, microwave, oven etc as spillages happen and on a consistent and regular basis.

Inventory

Inventory for (address): **27 SHIELL HEIGHTS, AYKLEY WOODS, DURHAM DH1 5TN**

Both the Landlord and the Lodger should sign this document. This should be done within the first week of the Lodger moving in. If any extra pages are attached these must be signed by both the Lodger and the Landlord. Keep a copy of this document safely with the lease agreement.


Item	Quantity	Location	Condition	Description	Use
Bedroom door keys	2	Bedroom	New		
Front door key	1	Front door	New	Blue plastic tab	
Balcony door key	3	Bedroom, Living room, Kitchen	New		
Postbox key	1	Postbox	New		
Pot stand	1	Kitchen	New	Stainless steel	
Worktop saver	1	Kitchen	New	Glass	To protect bottom of cupboard
Microwave cover	1	Kitchen	New	Clear plastic round cover	To cover food that needs to be microwaved
Coasters	2	Kitchen	New	Grey love heart	To store drinks
Kitchen mat	1	Kitchen	New	Cream rattan	
Dustpan & brush	1	Kitchen	New	Lime green	
plate drying rack	1	Kitchen	New	large cream	

Lodgers initials: TG Landlord initials: SO

Delonghi microwave	1	Kitchen	New	Black & silver		
Grey voile curtains	2	Kitchen	New	Grey sheer		
External doors keys- front & back access	2	Front and rear of property	New			
Storage baskets	1	Kitchen	New	Lime green		
Bosch Kettle	1	Kitchen	New	Single Cream linen		
Bar stools	2	Kitchen	New	Wooden & white		
Curtain	1	Kitchen		Cream linen		
Utility bin	1	Kitchen	New	Small & grey		
Recycling box	1	Kitchen	*damage to side	Green with address label		
Seat cushion	1	Living area		Blue		
Ironing board	1	Storage cupboard	New	Multicoloured		
Long handled broom	1	Storage cupboard	New	Yellow & Blue 'flash'		
Mop & bucket	1	Storage cupboard	New	Green & grey		
3 tier Clothes dryer	1	Storage cupboard	New	Grey & black		
Poang chair	1	Living area	New	Grey & black		
Floor lamp	1	Living area	New	Silver		
Small table	1	Living area	New	White		
Chair	1	Living area	New	White with perforations		
Pair of curtains	1	Living area	New	Blue linen, blackout		
Sofa	1	Living area	New	Blue tweed		
Cushions	3	Living area	New	1 Large green, 1 medium blue, 1 small yellow velvet with piping		
Coffee table	1	Living area	New	Wooden & beige		
Pair of curtains	1	Bedroom	New	Brown waffle		
Net curtains	1	Bedroom		Patterned		
Wardrobe	1	Bedroom	New	Single pine		
Bed	1	Bedroom	New	Double pine bed		
Mattress	1	Bedroom	New	Hammaverik white		
Lamp shade	1	Bedroom	New	Cream conical		
Toilet brush	1	Ensuite shower	New	Silver		

Lodgers initials: T6 Landlord initials: SO

Recycling bin	1	Bin storage outside	New	Blue lid		
Refuse bin	1	Bin storage outside	New	Green lid		
Shoe rack	1	Hallway		Silver		
Carpets		Throughout property	Cleaned and sanitised			

Lodger's signature:  Tanya Gupta (Aug 25, 2023 16:54 GMT+1) Date: Aug 25, 2023

Landlord's signature: S. Omolabi Date: 24 / 08
/2023__

Lodgers initials:..... Landlord initials:.....