# **SAMPLE LICENSE TO OCCUPY A ROOM IN A HOUSE**

# **PRIVATE AND CONFIDENTIAL**

**To:**

**Date:**

**LICENCE TO OCCUPY: [** **]** ("**the House**")

I refer you to your occupation of one room in the House (Room Number **[**   **]**) ("**the Room**") and write to confirm the terms of the licence to occupy the Room ("**the Licence**") agreed between

**[** **]** ("**the Company**") and you

You are employed by the Company pursuant to a Contract of Employment dated

**[** **]** and made between the Company and you and **IT IS AGREED** that you are required to occupy the Room for the better performance of your duties under this Licence during your employment on the following terms and conditions:-

1. This agreement is not intended to confer exclusive possession on you nor to create the relationship of landlord and tenant between you and the Company. You shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or upon the determination of the Licence.
2. You will from **[** **]** and until your employment with the Company is terminated for any reason, or until any notice given to you under clause 18 below has expired, reside in the Room. You will also be responsible for the furnishings, fixtures and fittings and any other items ("**the Contents**") which are currently at the House for your benefit and belong to the Company.
3. The Company will be responsible for the cost of insuring the House. You will be responsible for insuring your own belongings.
4. You will be responsible for keeping the House in a clean and tidy condition at all times and will make good any damage to the House. **[**You will also be responsible for payment of a **[**     **]**% share of all telephone, electricity and gas charges at the House and for the Council Tax Payments. You will be responsible for obtaining a TV licence if required. **or** The Company will be responsible for payment of telephone bills **[**(restricted to rental and £10 per quarter plus VAT)**]** electricity, heating oil and gas charges at the House, **[**and you will be responsible for the balance of any telephone bills and all Council Tax Payments and a TV licence if required.**]]** You agree that you will pay these in a timely manner and no later than 60 days from invoice date. In respect of those expenses paid for by the Company, you will be assessed on the Benefit in Kind in accordance with the tax rules in force at the time.
5. The Company will issue you with one set of keys only in respect of the House. **[**and the Room**]**. If you lose a key, the Company will replace it upon you paying the cost of having a replacement cut. By signing this agreement you agree that this sum may be deducted from your wages. The Company shall retain its own set of keys and any persons authorised by it may exercise the right to use these keys and obtain free entry to the House and the Room at any time.
6. You will have the right to use the common facilities of the House, including the kitchen, lavatory and bathroom, in common with the Company's other licensees in accordance with the terms of this Licence and any rules and regulations made by the Company about the use of the Room and/or the House from time to time.
7. You must use your best endeavours to share the House amicably and peaceably with such other licensees as the Company from time to time permits to use the Room and must not interfere with or otherwise obstruct such shared occupation in any way whatsoever.
8. Subject to the terms of this Licence, the Company will be responsible for the maintenance and the general up-keep of the House and the garden area of the House.
9. You will not be allowed to keep or allow into the House or Room, any animals without the express permission of theCompany.
10. You must keep the Contents in good order and condition and must not remove any of them from the Room.
11. You will not be entitled to assign your right of occupation in respect of the House or the Room to any person or to share possession of the House or Room or any part thereof with any other person, nor will you be entitled to create any Tenancy or Licence for the House or Room or any part thereof in favour of any other person.
12. You will not cause, or permit to be caused, a nuisance, annoyance or inconvenience to any neighbouring properties or to any other residents of the House
13. You will not, without the Company's previous consent in writing, make or suffer to be made any alteration in or addition to the House or Room or any alteration in the decorative scheme of the House or Room.
14. You will not use, or permit the House or Room to be used for any illegal purposes and in particular not to allow drugs of any type to be taken or kept in the House or Room, except such which may be authorized or prescribed by a duly qualified medical practitioner.
15. You will not use, or permit the House or Room to be used, for any business purpose.
16. The Company retains the right to make deductions from your wages for any bills not paid or monies due in relation to your occupancy of the House. By signing this agreement you confirm that any such sums may be recovered from your wages.
17. On the signing of this Agreement you will pay to the Company a deposit of POUNDS (£ ) to be held by the Company towards any liability arising as a result of a defect to the House or Room or garden caused by your act default or neglect and any amounts owing by reason of your obligations hereunder such deposit to be returned to you within a reasonable time after the expiration of this Licence in whole or in part depending upon the circumstances.
18. If it is necessary for the Company to instruct solicitors due to any default on your part you agree to pay the Company's legal costs. By signing this agreement you confirm that any such sum may be recovered from your wages.
19. This Licence shall be terminated:-
    1. Forthwith on the termination of your employment for whatever reason.
    2. By either party giving to the other not less than two months' notice in writing served at any time.
    3. By reason of you ceasing to reside in the Room.
    4. By the Company giving written notice directing you to use another room instead, (whether in the House or in an alternative property owned by the Company) subject to you having one week to remove your personal effects to the substituted room.
    5. Immediately, by the Company, if you are in breach of any condition of this agreement but without prejudice to any other remedies of the Company in respect of the breach.
20. Upon termination of the Licence, you shall immediately cease to be entitled to use the Room and the House and must vacate the Room, leaving it clean and tidy, and return the keys to the Company immediately.
21. In the event that, on termination of this Licence, the House or Room is not returned in as good a condition it was when you moved in (subject to normal wear and tear), or any of the Contents are lost, damaged or destroyed, the Company shall be entitled to retain such of your final wages as is, in the Company's discretion, necessary to make good the House or Room and repair and/or replace the Contents. By signing this letter, you confirm that you understand and agree to this.
22. This agreement embodies the entire understanding of the parties relating to the Room and the House and to all the matters dealt with by any of the provisions of this agreement. In particular you acknowledge that you have read and understood it, and acknowledge that **[**the Room and**]** all parts of the House will be shared with other persons to whom the Company grants a licence and that you will not have exclusive possession of the Room or any part of the House under any circumstances.
23. The Company reserves the right to vary the terms of this Licence on two months prior notice in writing to you.

Would you kindly confirm your agreement to the above, by signing and returning the enclosed copy of this letter.

Yours sincerely

As authorised representative

For and on behalf of

**[** **]**

I have read and understand the contents of this letter and confirm my agreement to the terms and conditions herein.

................................................. Dated: .................................................

**[** **]**