

# HOUSE SHARE AGREEMENT

**THIS AGREEMENT** dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (the "Agreement").

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## **BETWEEN:**

A & N Way Investments LTD  
(the "Landlord")

OF THE FIRST PART

## **AND**

\_\_\_\_\_  
(the "Tenant")

OF THE SECOND PART

(individually the "Party" and collectively the "Parties")

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties agree as follows:

## **BACKGROUND:**

1. The Landlord is the owner of residential property available for rent and is legally entitled to grant this tenancy.
2. The Tenant acknowledges that this tenancy is not an assured or an assured shorthold tenancy.

## **AGREEMENT:**

### **LET PROPERTY**

1. The Landlord agrees to let to the Tenant, and the Tenant agrees to take a tenancy of the ROOM NUMBER 1 / 2 / 3 / 4 / 5 in the house, known as and forming 58 Victoria Rd, Dartmouth TQ6 9DZ, UK (the "Property"), for use as residential premises only. The Property is more particularly described as follows: Property is a 5 Bedroom HMO with a shared kitchen.
2. Neither the Property nor any part of the Property will be used at any time during the term of this Agreement by the Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as the Tenant's only or principal private single-family residence.
3. The Tenant will have exclusive occupation of the designated room and will share with the other occupiers of the Property the use and facilities of the common parts of the Property

- (including kitchen facilities as may be at the Property).
4. Subject to the provisions of this Agreement, apart from the Tenant, no other persons will live in the Property without the prior written permission of the Landlord.
  5. No guests of the Tenant may occupy the Property for longer than one week without the prior written consent of the Landlord.
  6. No pets or animals are allowed to be kept in or about the Property.
  7. Parking space is not provided under the terms of this Agreement and no vehicle may park on or about the Property.
  8. The Landlord has supplied and the Tenant agrees to use and maintain in reasonable condition, fair wear and tear excepted, the fittings, fixtures, furniture and furnishings noted in any inspection report completed before the Tenant took possession of the Property.
  9. The Tenant and members of the Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property. The Tenant and members of the Tenant's household will not vape anywhere in the Property nor permit any guests or visitors to vape in the Property.
  10. The Tenant and members of the Tenant's household will not use portable electric heaters, or candles etc anywhere in the Property nor permit any guests or visitors use portable electric heaters, or candles etc in the Property.

## **TERM**

11. The term of the tenancy is a periodic tenancy commencing at 12:00 noon on 10 October 2025 and continuing on a year-to-year basis until the Landlord or the Tenant terminates the tenancy (the "Term").
12. Any notice to terminate this tenancy must comply with the applicable legislation of England (the "Act").

## **RENT**

13. Subject to the provisions of this Agreement, the rent for the Property is £650.00 per month (the "Rent").
14. The Tenant will pay the Rent in advance, on or before the first of each and every month of the Term to the Landlord by: bank transfer or standing order.
15. The Rent includes council tax for the Property and the Landlord will be responsible for paying the council tax directly during the Term.

**SECURITY DEPOSIT**

- 16.** On execution of this Agreement, the Tenant will pay the Landlord a security deposit of £250.00 (the "Security Deposit").
- 17.** No interest will be received on the Security Deposit.
- 18.** The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Agreement, but no deduction will be made for damage due to fair wear and tear nor for any deduction prohibited by the Act.
- 19.** During the Term or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
- a.** repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b.** repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c.** unplugging toilets, sinks and drains;
  - d.** replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e.** repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f.** any other repairs or cleaning due to any damage beyond fair wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g.** the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;
  - h.** repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls; and
  - i.** replacement of locks and/or lost keys to the Property and any administrative fees associated with the replacement as a result of the Tenant's misplacement of the keys; and
  - j.** any other purpose allowed under this Agreement or the tenancy deposit scheme in the *Housing Act 2004* as supplemented or amended from time to time.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

- 20.** The Tenant may not use the Security Deposit as payment for the Rent without prejudice to the right of the Landlord to retain the Security Deposit, or any part of it, at the end of the Term in respect of any sum of rent which is in arrears at the end of the Term.
- 21.** Within the time period required by the Act after the termination of this tenancy, the Landlord will deliver or post the Security Deposit less any proper deductions or with further demand for payment to: \_\_\_\_\_, or such other place as the Tenant

may advise.

## **QUIET ENJOYMENT**

- 22.** The Landlord covenants that on paying the Rent and performing the covenants contained in this Agreement, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the Term.

## **ACCESS**

- 23.** The Landlord and the Tenant will complete, sign and date an inspection report at the beginning and at the end of this tenancy.
- 24.** At all reasonable times during the Term and any renewal of this Agreement, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective Tenants or purchasers upon 24 hours' notice in compliance with the Act.

## **TENANT IMPROVEMENTS**

- 25.** The Tenant may NOT make improvements to the Property.

## **UTILITIES AND OTHER CHARGES**

- 26.** The Landlord is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water/sewer, internet and natural gas.
- 27.** The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: cable, telephone and alarm/security system.

## **INSURANCE**

- 28.** The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss.

## **ABSENCES**

- 29.** The Tenant will inform the Landlord if the Tenant is to be absent from the Property for any reason for a period of more than 28 days. The Tenant agrees to take such measures to secure the Property prior to such absence as the Landlord may reasonably require and take appropriate measures to prevent frost or flood damage.
- 30.** If the Tenant no longer occupies the Property as the Tenant's only principal home (whether or not the Tenant intends to return) the Landlord may, at the Landlord's option, end the tenancy by serving a Notice to Quit that complies with the Act.
- 31.** If the Tenant has abandoned the Property and the Landlord is unsure whether the Tenant intends to return, the Landlord is entitled to apply for a court order for possession.

- 32.** If the Tenant has abandoned or surrendered the Property and the Landlord feels that the Property is in an insecure or urgent condition, or that electrical or gas appliances could cause damage or danger to the Property then the Landlord may enter the Property to carry out urgent repairs. If the locks have been changed for such urgent security reasons, the Landlord must attempt to provide notice to the Tenant of the change in locks and how they can get a new key.
- 33.** If there is implied or actual surrender of the Property by the Tenant, the Landlord may, at the Landlord's option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, let the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such letting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Agreement during the balance of the unexpired term, if this Agreement had continued in force, and the net rent for such period realised by the Landlord by means of the letting. Implied surrender will be deemed if the Tenant has left the keys behind or where the Tenant has ceased to occupy the Property and clearly does not intend to return.
- 34.** If the Tenant has abandoned or surrendered the Property and the Tenant has left some belongings on the Property, the Landlord will store the Tenant's possessions with reasonable care for a reasonable period of time taking into consideration the value of the items and cost to store them. Once the cost of storage is greater than the value of the items, such items may be disposed of by the Landlord.

## **GOVERNING LAW**

- 35.** This Agreement will be construed in accordance with and governed by the laws of England and the Parties submit to the exclusive jurisdiction of the English Courts.

## **SEVERABILITY**

- 36.** If there is a conflict between any provision of this Agreement and the Act, the Act will prevail and such provisions of the Agreement will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Agreement.
- 37.** The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision of this Agreement. Such other provisions remain in full force and effect.

## **AMENDMENT OF AGREEMENT**

- 38.** This Agreement may only be amended or modified by a written document executed by the Parties.

## **ASSIGNMENT AND SUBLETTING**

- 39.** The Tenant will not assign this Agreement, or sublet or grant any concession or licence to use

the Property or any part of the Property. Any assignment, subletting, concession, or licence, whether by operation of law or otherwise, will be void and will, at the Landlord's option, terminate this Agreement.

## **DAMAGE TO PROPERTY**

40. If the Property should be damaged other than by the Tenant's negligence or wilful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Agreement by giving appropriate notice.

## **CARE AND USE OF PROPERTY**

41. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
42. The Tenant will keep the Property in good repair and condition and in good decorative order.
43. The Tenant or anyone living with the Tenant will not engage in any illegal trade or activity on or about the Property including, but not limited to, using the Property for drug storage, drug dealing, prostitution, illegal gambling or illegal drinking.
44. The Parties will comply with standards of health, sanitation, fire, housing and safety as required by law.
45. If the Tenant is absent from the Property and the Property is unoccupied for a period of 28 consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of this said person.
46. At the expiration of the Term, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Agreement, with reasonable wear and tear and reasonable damages by the elements excepted.

## **HAZARDOUS MATERIALS**

47. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

## **RULES AND REGULATIONS**

48. The Tenant agrees to obey all reasonable rules and regulations implemented by the Landlord from time to time regarding the use and care of the Property and of the building, which will include any car park and common parts or facilities provided for the use of the Tenant and other neighbouring proprietors.

## **ADDRESS FOR NOTICE**

**49.** For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:

**a.** Name: \_\_\_\_\_

**b.** Phone: \_\_\_\_\_

**c.** Post termination notice address: \_\_\_\_\_

**50.** For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

**a.** Name: A & N Way Investments LTD

**b.** Address: 6 Mount Boone, Dartmouth TQ6 9PB, UK

The contact information for the Landlord is:

**a.** Phone: 01643 823016

**b.** Email address: [accounts@luttrellarms.co.uk](mailto:accounts@luttrellarms.co.uk)

**51.** The Landlord or the Tenant may, on written notice to each other, change their respective addresses for notice under this Agreement.

## GENERAL PROVISIONS

**52.** Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Agreement will not operate as a waiver of the Landlord's rights under this Agreement in respect of any subsequent defaults, breaches or non-performance by the Tenant of the Tenant's obligations in this Agreement and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.

**53.** This Agreement will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assignees, as the case may be, of each Party to this Agreement. All covenants are to be construed as conditions of this Agreement.

**54.** All sums payable by the Tenant to the Landlord pursuant to any provision of this Agreement will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.

**55.** Where there is more than one Tenant executing this Agreement, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Agreement.

**56.** Locks may not be added or changed without the prior written agreement of both Parties, or unless the changes are made in compliance with the Act.

- 57.** Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
- 58.** This Agreement and the Tenant's leasehold interest under this Agreement are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
- 59.** This Agreement may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
- 60.** Time is of the essence in this Agreement.
- 61.** This Agreement will constitute the entire agreement between the Parties. Any prior understanding or representation of any kind preceding the date of this Agreement will not be binding on either Party except to the extent incorporated in this Agreement.
- 62.** The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the Term will survive the termination of the Agreement, notwithstanding anything in this Agreement to the contrary.
- 63.** Unless due to the Landlord's negligence, the Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other person for whom the Tenant is responsible.
- 64.** The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
- 65.** During the last 30 days of this Agreement, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'To Let' or 'Vacancy' signs on the Property and the Tenant agrees to allow the Landlord or the Landlord's agents reasonable access to the Property at reasonable times for the purpose of displaying such signs upon the Property.



**IN WITNESS WHEREOF** \_\_\_\_\_ has duly signed and A & N Way Investments LTD has duly affixed its signature by a duly authorised officer under seal on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

_____	Signed for and on behalf of A & N Way Investments LTD by
Witness:	_____.
_____	
Address	_____

_____	
Witness:	
_____	_____
Address	Tenant:

The Tenant acknowledges receiving a duplicate copy of this Agreement signed by the Tenant and the Landlord on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tenant: