Template Licence Agreement for use in the ‘Homes for Ukraine’ scheme



This is a Licence excluded from the Protection from Eviction Act 1977

**Guidance Notes**

Thank you for using our template agreement. This agreement is in English but copies of the agreement written in both Ukrainian and Russian are available on request.

So that this agreement can be used by as many people as possible it has been drafted to be as easy to understand as we can make it. This means that it does not include unnecessarily complicated language and because of this it is not as comprehensive as a conventional tenancy agreement might be. As such, please consider carefully whether the people using this agreement should seek independent legal advice before proceeding further.

In this agreement some sections will include square brackets ([]). The user of this agreement should fill in the information requested. Guidance can be found within the agreement in *italics*.

The agreement is written so that it can be used as a licence with the occupier of the property not being required to pay any rent or licence fee throughout their stay in the property.

The safety of the people going into occupation of the property is of paramount importance, as is the need to provide them with accurate information about the property’s condition. As such, notwithstanding that this document is drafted as a licence, the owner of the property, or their agent, should provide the occupier with the following documents:

A valid Energy Performance Certificate

A valid Gas Safety Certificate (if there is gas in the property)

A valid Electrical Installation and Condition Report

A copy of the government’s current ‘How to Rent’ Guide - available here:

<https://www.gov.uk/government/publications/how-to-rent>

The property owner should check that they have permission to enter into this agreement. This may include bodies such as any mortgage provider, any immediate landlord of the property and any organisation responsible for the upkeep of your property if, for example, the property is a flat which forms part of a residential development.

**THIS AGREEMENT IS MADE**

the [ ] day of [ ] 2022

This agreement is made between the landlord and the tenant whose details are set out in the Core Terms hereafter with the intention that this agreement shall create a licence between the parties under the terms of which the tenant will occupy the residential property known as:

[ *address* ]

under the Ukrainian Sponsorship Scheme published by HM Government in March 2022 as varied from time to time.

**Definitions**

This agreement is designed to be used as a licence. However, as an occupier might, in certain circumstances, have sole use of the property, in this agreement the terms ‘tenancy’, ‘tenant’ and ‘landlord’ will appear. Where applicable, these terms shall mean the following:

‘tenancy’ will mean ‘licence’

‘tenant’ will mean ‘licensee’

‘landlord’ will mean ‘licensor’

**Further Definitions**

‘landlord’ includes any agent instructed by the landlord.

‘property’ includes any items of furniture that the landlord includes with the property for the tenant to use. It also includes any drains, gutters, and garden as may be the case. It also includes any areas shared with other people such as shared kitchens, shared bathrooms, hallways, staircases, and lifts.

‘utilities’ includes gas, electricity, water, telephone and internet services. Utilities should be interpreted widely to include other services that the tenant may benefit from by using the property.

**Core Terms**

Landlord(s): [ ]

*the name(s) of the person / people / company granting this tenancy*

Landlord’s address for service: [ ]

*this does not need to be the landlord’s actual address, but it should be an address in England or Wales*

Tenant: [ ]

*the name(s) of any adult occupier(s) who will be responsible for this agreement*

Property: [ ]

*property address, including room if applicable* (referred to as ‘the property’)

Term (minimum of six months): [ ] / [ ]

*from date / to date* (referred to as ‘the term’)

1. The landlord agrees to let to the tenant the property. The landlord shall receive from the United Kingdom government a monthly payment of £350 by way of an ex gratia payment throughout the term of this agreement.
2. The tenant shall not pay any rent or provide any form of non-financial consideration to the landlord during the period of the tenant’s occupation under this agreement.
3. The tenancy shall be for the term and, unless it is lawfully ended by either party, shall continue beyond the term on the same conditions as set out in this agreement.
4. The landlord confirms that they have the necessary permissions to let the property to the tenant.

**The tenant agrees to:**

1. Keep the property clean and tidy during the tenancy.
2. Take care of the property and not to damage it.
3. Repair any damage to the property caused by the tenant.
4. Pay for any damage caused to the property by the tenant or their visitors*.*
5. Let the landlord know if the property needs repairing.
6. Allow the landlord access to the property if the landlord first gives at least 24 hours’ written notice that they want access to the property.
7. Pay the utilities for the property.
8. Pay any council tax, if applicable.
9. Not allow anybody else to live in the property unless the landlord agrees beforehand.
10. Not to do anything illegal in the property.
11. Not to cause a nuisance to anybody else in the property or any neighbours to the property.
12. Not to smoke or vape in the property.
13. Not to keep any animals in the property unless the landlord agrees beforehand.
14. Not to use the property as anything other than as a private residence.
15. Not to change the locks of the property.

**The landlord agrees to:**

*This section sets out the things that the landlord must do during this agreement*

1. Give the tenant the right to quietly enjoy the property without harassment or interruption by the landlord.
2. Carry out repairs to the property except where the tenant has caused the damage to the property.
3. Comply with all relevant legislation including any local authority rules relating to letting property.

**Ending this agreement**

*If the landlord or the tenant wish to end this agreement then the following rules will apply*

1. If the tenant wishes to end this agreement then they should let the landlord know in writing and ensure that the property is empty of all of the tenant’s belongings and also hand back any keys to the property.
2. If the landlord wishes to end this agreement then he must give the tenant at least 4 weeks’ written notice provided that such notice does not expire before the relevant date shown in the Core Terms.
3. If the tenant breaches any of the terms of this agreement then the landlord may terminate this agreement by serving written notice on the tenant. At the expiration of that notice, this agreement shall come to an end at which point the tenant shall vacate the property.
4. The landlord may serve any notice on the tenant by hand or first class post.

**Additional Clauses**

*This section goes beyond the core terms. The user of this agreement should insert additional clauses that are agreed.*

[insert additional clauses here]

**Signature page**

Signed by the Landlord:

Name:

Date:

Signed by the Tenant:

Name:

Date: