

Becoming a lodger - a short guide for guests

This guide is about lodgings agreements set up between a tenant and a landlord who also lives at the property (also known as a resident landlord). This is when you do not have exclusive rights to occupy any part of the property. For example, if you live with a Homes for Ukraine host and you both agree to change that to a landlord/lodger agreement.

This is just a quick overview. You can find out more information from [Shelter's website](#). You can also ask your local council for advice. We also have [a guide about moving to rented housing on our website](#).

What is a lodgings agreement?

It is an agreement between you and the landlord. The agreement will cover:

- How much rent you will pay and how often.
- How much deposit you will need to pay to the landlord.
- What rooms and facilities you will be able to use and what furniture is provided.
- What you cannot do, for example, have pets or use certain rooms.
- What your rent covers, for example, bills such as council tax.
- If other services provided, such as meals or laundry.
- Any notice period you or the landlord will need to give to end the agreement.
- Expectations on how you will look after your space.
- What cleaning, maintenance and repairs are the responsibility of the landlord.
- What cleaning, maintenance and repairs are your responsibility.

Before signing an agreement, you will need to think carefully if it is the right agreement for you:

- Can you afford the monthly rent?
- Do you have a deposit available if this is requested by a landlord?
- Does it give you the right amount of space?
- Is it in the right location?
- Do you think you and the other people living in the property will get on?

The Homes for Ukraine team can help you to answer these questions. They can also go through the lodging's agreement offered by the landlord with you and/or get it translated into another language.

Deposits

As well as asking for the first month's rent, your landlord may ask for a deposit. This deposit can be used to pay for damages, missing items or rent arrears at the end of the agreement. It cannot be for more than five weeks rent.

For a lodging's agreement, the landlord does not have to put the deposit in a tenancy deposit scheme, however they do need to keep it safe. Once you have paid your deposit and first month's rent, make sure that the landlord gives you a receipt as proof.

If you cannot afford a deposit, you can speak to your local council who may have a scheme that could help.

When your agreement starts

The landlord will agree an inventory with you. This will include:

- A list of furniture they are providing for you to use.
- The condition the furniture is in.
- The condition the room is in, for example, any marks on walls and the general decoration.
- Meter readings, if you will be paying your bills separately.

This is an opportunity for you to point anything out that hasn't been covered in the inventory so it can be included. You may also wish to take photographs.

We strongly advise you to arrange home contents insurance to cover your belongings from loss, damage or theft. This is because your belongings won't be covered under the landlord's policy.

During the agreement

While you are living at the property, you must keep to the terms in the agreement. If the terms change then you and your landlord will both need to agree to them. Any changes also need to be added to the written lodging's agreement; this includes any requests to change the rent payment.

Your landlord is responsible for:

- Providing the services listed in the lodging's agreement.
- Giving you your privacy, in line with the agreement.
- Making sure the home is fit to live in.
- Completing gas safety and electrical checks
- Making sure electrical equipment is safe to use.
- Making sure the furniture meets fire safety requirements.

Paying your rent

You should **always** pay the agreed amount of rent and any bills at the agreed time. Ideally you will pay from your bank into the landlord's bank. However, if you need to pay cash ask your landlord to give you a receipt or a rent book to record each payment.

If you receive benefits, for example, Universal Credit, Employment and Support Allowance or Personal Independence Payments, you need to tell the Department of Work and Pensions (DWP) that you have become a lodger. They may be able to help with your housing costs. DWP will ask for details of your lodging's agreement so they can check to see if they can help you. Remember, if you receive support with housing costs it may not cover all your rent and you will need to pay for the rest yourself.

If you find it difficult to pay your rent, you should talk to your landlord as soon as possible to agree next steps.

If you do not pay your rent, it could mean the landlord ending the agreement and asking you to leave.

If you decide not to pay your rent, the local council might not have to help you with housing if you become homeless.

Ending the agreement

You and the landlord must:

- Give the correct period of notice. We suggest a minimum of 28 days.
- Arrange for your deposit to be given back to you. If your landlord wants to keep some of the deposit to pay for any damage etc., they need to explain how much of it they want to keep, why, and what needs to be done to fix the damage.
- If you don't agree that your landlord should keep some of your deposit you can ask for advice from your local council or [Citizens Advice](#)

You must:

- You must leave the space in the same condition as when you moved in, apart from any changes caused by normal everyday living that are not your fault, such as faded curtains. This is called 'fair wear and tear'.
- You must remove all your belongings.
- You must make sure that your rent account is up to date.
- We advise you to give your landlord a receipt to show they have given you the agreed amount of deposit back.