



HOUSE/FLAT SHARE AGREEMENT

(FOR A ROOM IN A FURNISHED HOUSE OR FLAT WITH A RESIDENT LANDLORD)

The Landlord

[NAME OF LANDLORD]

The Occupier

[NAME OF OCCUPIER 1] [NAME OF OCCUPIER 2]

(The term "The Occupier" applies to each named joint Occupier. Each individual Occupier enjoys the full rights and is fully responsible for the obligations set out in this Agreement.)

The Property

[ADDRESS OF PROPERTY]

together with the fixtures and fittings and the effects set out in the Inventory.

The Room

The Room means the room at the Property which has been nominated by the Landlord and agreed to by the Occupier which the Landlord agrees to let to the Occupier.

The Term

For a fixed period of [FIXED PERIOD] months from [COMMENCEMENT DATE] to [EXPIRY DATE].
OPTION - DELETE EARLY TERMINATION IF NOT REQUIRED

Early Termination

Either party may at any time end this Agreement earlier than the end of the Term by giving to the other [NOTICE IN WEEKS/MONTHS] written notice to that effect and upon the expiry of said notice this Agreement shall end with no further liability for either party save for any existing breach.

The Rent

At a rent of [AMOUNT] per [WEEK/MONTH] payable every [WEEK/MONTH] by equal payments in advance, first payment due on [PAYMENT DATE] and every [WEEK/MONTH] thereafter on the same day in each [WEEK/MONTH].

Method of Payment

[METHOD OF PAYMENT]

The Deposit

The deposit shall be [DEPOSIT].

The Inventory

The Inventory means the list of the Landlord's possessions at the Property.

Terms and Conditions

1. General

- 1.1. The Room is part of a house or flat which the Landlord occupies as his only or principal home.
- 1.2. The Occupier acknowledges that this let is not an assured or [ASSURED SHORTHOLD/SHORT ASSURED] tenancy by reason of being a let granted by a resident landlord.
- 1.3. The Occupier agrees that if the Rent is not paid within 10 days of the due date (whether legally demanded or not) or the Occupier is in breach of any of the other conditions of this Agreement, the Landlord shall be entitled to terminate this Agreement.
- 1.4. In this Agreement any reference to the masculine includes the feminine.

2. The Room

- 2.1. The Room is part of the Property specified above, together with any outside space or garden.
- 2.2. The Occupier will be allowed to share with the other occupier(s) of the Property the use and facilities of the common parts of the Property (including such bathroom, toilet, kitchen, sitting room and other facilities as may be at the Property).



건물 전세권 설정계약서

전세권 설정자 ○○○(이하 "갑"이라 한다)와 전세권자 ○○○(이하 "을"이라 한다)는 아래와 같이 건물 전세권 설정계약을 체결한다.

제 1 조 【부동산의 표시】

1. 소재지 :
2. 면 적 :
3. 구 조 :

제 2 조 【전세권의 내용】

"갑"은 그 소유인 위 목적물을 "을"에게 금 ○○○원의 전세금을 지급받고 사용 수익케 하며, "을"은 이를 용법에 좇아 사용 후 반환키로 한다.

제 3 조 【전세권의 존속기간】

전세권의 존속기간은 20 년 월 일부러 ○년간으로 하되, 기간 만료시 다시 경신하여 연장할 수 있다.

제 4 조 【전세금 환구】

위 전세금 중 금 ○○○원은 본 계약 체결시에 지급하고, 그 나머지는 전세권 설정 등기 절차 이행과 동시에 지급한다.

제 5 조 【대지소유권의 양도원대금지】

"갑"은 목적물에 대한 대지소유권을 타인에게 양도하거나 임대할 수 없다. 이를 위반한 경우 "을"은 목적물에 대한 담보권을 행사할 수 있다.

제 6 조 【저당권설정】

"갑"은 "을"에 대한 전세금반환채무를 담보하기 위하여 위 목적물에 "을"을 저당권자로 한 저당권을 설정하되 그 등기는 본 전세권등기와 동시에 이행한다.

제 7 조 【손해배상】

"을"이 목적물을 멸실·훼손시점으로 인하여 그 가치가 멸실되거나 감소한 경우 "갑"은 전세금에서 이를 공제할 수 있다.

제 8 조 【전세권소멸의 효과】

기간의 만료 또는 전세권이 소멸된 경우, "갑"은 전세금을 반환하고 "을"은 이와 동시에 위 전세권 및 저당권 말소등기절차에 필요한 서류를 교부하여야 하며 목적물을 반환하여야 한다.

제 9 조 【전세권자의 유지수선의무】

"을"은 위 목적물을 유지관리하고 수선비용 및 폐쇄공과를 부담하여야 한다.

제 10 조 【전세권의 소멸】

목적물에 도시계획 권으로 인하여 사용불능으로 되거나 파괴 및 실용 계약의 목적을 달성할 수 없을 때에는 전세권은 소멸된다.

제 11 조 【특약사항】

상기 계약 일반사항 이외에 아래 내용을 특약사항으로 결하며, 일반사항과 특약사항이 상충되는 경우에는 특약사항을 우선하여 적용하도록 한다.

- 1.
- 2.
- 3.

To: _____
 Tenant's Name _____

 Address _____

 City, State, Zip Code _____

From: _____
 Date: _____

You are hereby notified that you are indebted to me in the sum of \$ _____
 (insert amount owed by tenant) for the rent and use of the premises located at _____, Florida (insert address of premises, including county), now occupied by you and that I demand payment of the rent or possession of the premises within three days (excluding Saturday, Sunday, and legal holidays) from the date of delivery of this notice, to-wit: on or before the _____ day of _____, 20____
 (insert the date which is three days from the delivery of this notice, excluding the date of delivery, Saturday, Sunday, and legal holidays).

 Signature _____
 Name of Landlord/ Property Manager (circle one) _____
 Address (street address where Tenant can deliver rent) _____

 City, State, Zip Code _____

 Phone Number _____
 Hand Delivered on _____
 Posted on _____

This form was completed with the assistance of:
 Name: _____
 Address: _____
 Telephone No. (_____) _____

This version of the Model Tenancy Agreement is in place from March 2022 onwards Your tenancy agreement Your tenancy is open-ended, which means it doesn't have a fixed length or a set date it will end. Your landlord cannot include an expected end date or minimum period in your tenancy agreement. If you are a joint tenant, all tenants are responsible for the rent, together and separately. This will apply for as long as the tenancy continues. To end a joint tenancy, all the joint tenants must agree to end it and give the landlord written notice that they want to leave. (You can transfer your interest in the tenancy to someone else, if you have your landlord's permission.) Your deposit and rent Your landlord can only increase your rent once in a 12-month period, and must give you at least three months' notice that they are going to do this. If you think an increase is unreasonable, you can ask a rent officer from Rent Service Scotland to make a decision on whether it is fair. It is against the law for a landlord or letting agent to charge a fee or premium, or enter into a loan arrangement with you, as a condition of granting, renewing or continuing your tenancy. They can only charge you rent and a refundable deposit, and the deposit must not be more than two months' rent. If you have paid a landlord a deposit, they must pay it into an approved tenancy deposit scheme, and give you further information about this within 30 working days of the start of your tenancy. This information should include, for example, the amount paid and the date it was paid, the address of the property, confirmation that the landlord is registered, and contact details for the scheme. If your landlord has not paid your deposit into the scheme within this 30-day timescale, you can take them to the First-tier Tribunal for Scotland (Housing and Property Chamber), where they could be told to pay you up to three times the value of the deposit. Repairs You can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber) if your home doesn't reach a minimum standard of repair (known as the repairing standard). Ending a tenancy Your landlord cannot end your tenancy without good reason. They can only end it by giving you 'notice to leave' for one or more of 18 reasons (grounds). If your landlord asks you to leave, they must give you: 28 days' notice (if you have lived in the property for less than six months or the landlord is using one of the six 'behaviour' grounds); or 84 days' notice (if you have lived in the property for more than six months and the landlord is not using the 'behaviour' grounds). If you want to leave, you must give your landlord 28 days' notice in writing. In your notice you will need to state the day you want the tenancy to end (this is normally the day after the notice period has ended). If you disagree with the reason given in the notice to leave given to you by your landlord, you do not need to leave your property until such times as your landlord has obtained an eviction order from the First-tier Tribunal (Housing and Property Chamber). If you think that your tenancy was ended unlawfully (for example, the landlord served you with a notice to leave on the grounds that they intended to sell the property, but then they let it to another tenant), you can apply to the First-tier Tribunal for Scotland (Housing and Property Chamber). The Tribunal can award you up to six months' rent. For more information on any of these rights, please see the relevant section of the following tenancy agreement. We use cookies to collect anonymous data to help us improve your site browsing experience. Click 'Accept all cookies' to agree to all cookies that collect anonymous data. To only allow the cookies that make the site work, click 'Use essential cookies only.' Visit 'Set cookie preferences' to control specific cookies. Set cookie preferences This version of the form is in place from 30 March 2022 onwards. A tenancy agreement is a contract between you and your tenant. It covers things like safety, payment of rent and house rules. As a landlord, you must give your tenant all the terms of their private residential tenancy in writing. If you don't you'll be breaking the law. Most private tenancies started on or after 1 December 2017 will be private residential tenancies. Information about private residential tenancies can be found in the Scottish Government's guidance for landlords. Get a private residential tenancy agreement You can use this form to create a Scottish Government Model Tenancy Agreement (MTA) for a private residential tenancy. The MTA includes: a tenancy agreement all the terms you need to give your tenant See a read-only example of the Scottish Government Model Tenancy Agreement. The form also includes 2 sets of terms. One is known as 'must-include terms'. You'll need to give your tenant a copy of these terms if you're using the MTA. These cover the: rights of you and your tenant legal rules you both need to follow You cannot change or edit these terms if you use the MTA. The other set of terms, known as 'extra terms', are terms that you can choose to have in your tenancy agreement. They cover a number of rules and you should read through them to check they apply to your property. Both sets of terms are explained in more detail within the form. Once you've finished, you can download your tenancy agreement as a Word document or a PDF. Details you'll need to complete your tenancy agreement. To use the MTA you'll need to enter: your details details of all the tenants who'll be living in the property the property's address the start date of the tenancy rent details deposit details if a letting agent manages the property, the details of that letting agent If you do not know all the details you need You can fill in the details you do know online, print the form and fill in the rest later. You cannot save the form online. Your details We do not store any of the details you enter into this form. Find out more about our use of data. If you're moving into shared rented accommodation, your rights will be different depending on who you live with and whether you have a joint or separate tenancy. This page looks at your rights if you stay with a friend, live with your landlord or share with other tenants, and explains the differences between joint, separate and sole tenancies. If you have to leave your current home and have nowhere else to go, you may well end up staying on a friend's sofa. This might be a good solution for a short time, but it could become problematic in the longer term. You will only have very limited rights and your friend can ask you to leave whenever they like. If you are in this situation, get advice immediately. If you have nowhere else to stay, you will be entitled to homelessness help from the council. You will have some tenancy rights if you and your friend have agreed on: which part of their home you will be renting how much rent you will pay, and how long you will be staying You do not need to have signed a written agreement for this to be the case. Remember, this means your friend will be your landlord (see below). If your friend rents their home, check that they've asked their landlord's permission to sublet to you, otherwise you will have very few rights. If the landlord finds out that you are living there without their permission, they can evict you easily. Tenants who share with their landlord have fairly limited rights. Remember, the person you pay your rent to is your landlord. So if you move into a friend's place, they will be your landlord in the eyes of the law and you will be a subtenant, unless the arrangement is very casual and you are not paying any rent, or you pay rent directly to their landlord if you pay rent to the landlord, you will probably be: if you rent a shared house or flat with other tenants, your rights will depend on what kind of tenancy you have. You will probably have a private residential tenancy if you moved in on or after 1 December 2017. If you moved in earlier it will likely be either an assured or short assured tenancy whose name is on the tenancy agreement. This will determine whether you have a joint tenancy or separate tenancies. If only one person's name is on the tenancy agreement, they will be a sole tenant. If you live in a house or flat with two or more other people that you are not related to, it might be legally classed as a house in multiple occupation or HMO. If this is the case, the landlord has extra legal responsibilities to ensure that the property is managed properly. If all the people living in the property signed one tenancy agreement with the landlord when you moved in, you will have a joint tenancy. If each person in your household signed a separate agreement with the landlord, you are likely to have separate tenancies, and may have different rights depending on when each of you moved in. If you are the only person in the household whose name is on the tenancy agreement, you will be a sole tenant. This means that you will be responsible for paying the rent and bills and keeping the property in good condition. If one or more people in your household have a tenancy agreement with the landlord but you do not (for example, if you've moved in with your partner or friend and have made an agreement with them, but not with their landlord) you have very limited rights. If you have a joint tenancy agreement, all the tenants have exactly the same rights and responsibilities. You are all equally responsible for paying the rent and keeping to the terms of your tenancy agreement. If you have disagreements, you are responsible for sorting them out between yourselves. Only in extreme cases will the landlord or anyone else get involved. If you and your housemates have separate agreements with the same landlord, each of you is only responsible for the rent for your part of the property. This is probably the case even if you share a kitchen or bathroom, particularly if you moved in at different times, or your landlord took on each tenant individually. You may have different types of tenancy agreements. Some of you may have more rights than others. For example, short assured tenants can be evicted more easily than assured tenants. If you have separate tenancy agreements and one of the other tenants is causing problems, your landlord may decide to evict them. If this does happen, it will not affect your tenancy. If you are the only person in your household whose name is on the tenancy agreement, you will be responsible for paying the rent and bills and ensuring that the property is kept in good order. This is a big responsibility, so only take it on if you're sure you can trust the people you'll be living with. Although everyone in your household should pay their share of the rent, you will be ultimately responsible for covering any shortfall. In the case of council tax and gas and electricity bills, you will all be jointly and individually liable for paying, which means that the council or fuel supplier can chase up any of you for payment. However, as the sole tenant, they are more likely to chase you. If you are the sole tenant, the only person who can ask you to leave is your landlord, and they must follow the correct procedure in order to do so. No-one else living with you can ask you to leave, unless, in special circumstances, they can get a court order to exclude you (for example, because you have been behaving violently or abusively). You will be able to ask other people in the property to move out (unless they have occupancy rights) but you must give them reasonable notice. It's your responsibility to make sure that your landlord knows who is living in the property with you. Most tenancy agreements give your husband, wife or partner and other members of your family the right to live in your home with you. Even if the tenancy agreement does not say anything about this, they might still have a right to live with you because of your relationship. However, if you want to let out rooms in the property to other people, you will have to ask your landlord's permission. If you live with one or more people who have a tenancy with the landlord but you do not, you are effectively a subtenant of the main tenant(s). This means that the person who has made an agreement with the landlord is your landlord and can ask you to leave if they want to (although they will still need to give you reasonable notice). You are responsible for paying the rent and bills. Everyone else should still pay their share of the rent, but if they do not, the person whose name is on the tenancy agreement is ultimately responsible for coming up with the money. In the case of council tax and gas and electricity bills, you will all be jointly and individually liable for paying, which means that the council or fuel supplier can chase up any of you for payment. Check whether the main tenant has permission from their landlord to rent a room out to you, as this may affect your rights. If the landlord finds you are living there without their permission, they will be able to evict you easily. These situations can be very complicated so get advice if you have problems. If the tenant is your husband, wife or partner, you should have a right to live with them in their home, regardless of whether your name is on the tenancy agreement. These rights are called occupancy rights. However, you should still check the position on the tenancy with the landlord before you move in. Bear in mind that if you are not married or in a civil partnership, you will not have an automatic right to stay in the home if your partner is the sole tenant and they ask you to leave. If you do have the landlord's permission to be there, you can ask to have your own separate tenancy agreement, or to become a joint tenant. If you are living with your partner ('cohabiting') but you are not married or in a civil partnership, you can apply to the court for occupancy rights. If you are given these rights, they will put you in a stronger position if you split up with your partner. You can find out more about this in the section on relationship breakdown. If you live with your partner, your rights will also depend on whether you are married or in a civil partnership. People who live together as a couple do not have the same rights as married couples or those in civil partnerships. Find out more about your rights if you live with your partner and if your relationship breaks down. Last updated: 21 June 2021

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