

**SOUTH OXFORDSHIRE &
VALE OF WHITE HORSE DISTRICT COUNCIL
DEPOSIT GUARANTEE SCHEME**

LANDLORDS TERMS AND CONDITIONS AGREEMENT

The following are the Terms and Conditions for the South Oxfordshire and Vale of White Horse District Councils Deposit Guarantee Scheme. BY SIGNING THIS AGREEMENT, THE LANDLORD, OR AGENT ACTING WITH THE PERMISSION OF THE LANDLORD, AGREE TO ALL OF THE TERMS AND CONDITIONS OF THE SCHEME.

1. General Terms of the Deposit Bond

The Rent Deposit Bond provides financial protection for landlords against loss or damaged caused by their tenant(s) during the period covered by the Bond. The protection does not include loss or damage covered by Buildings Insurance, or what can reasonably be considered as normal "wear and tear".

The maximum financial protection provided to the Landlord under the Scheme is the equivalent of one and a half months rent. Under no circumstances will the Council exceed the maximum amount payable as stated on the Deposit Bond.

The Deposit Bond only applies to the agreed tenant(s) and property as stated on the Deposit Bond. Deposit Bonds cannot be transferred to a different address, or to a new tenant, without the express prior permission of the Council.

The Deposit Bond cannot be transferred between landlords or Letting Agents without the express prior permission of the Council.

The value of the Deposit Bond will not subsequently be increased in accordance with any rent increase which may occur after the expiry of the original tenancy agreement.

The landlord (or their representative) is required to contact the Council's Housing Team within 7 days when they become aware that their tenant intends to vacate their property.

If the tenant vacates without prior notification, the landlord (or their representative) is

required to contact the Housing Advice Team within 7 days of becoming aware that the property has been vacated.

2. Landlord's Responsibilities

2.1 It is the landlord's, or their legal representative's, responsibility to ensure that all legal requirements are met prior to and during the letting of their accommodation.

These legal requirements cover both the safety and condition of the property and tenancy law statutes.

These legal requirements include, but are not exclusive to, the following:

2.1 For the landlord to ensure that the property complies with the Housing Health and Safety Rating System as detailed in the 2004 Housing Act.

2.2 The landlord's requirement to fulfil their obligations to undertake repairs under the terms of the tenancy or under section 11 of the Landlord and Tenant Act 1985.

2.3 The landlord's requirement to allow their tenant "quiet enjoyment of their tenancy" in accordance with the 1988 Housing Act.

2.4 The landlord's duty to abide by both the contractual terms of the tenancy agreement and the legal requirements as stated in the 1977 Protection from Eviction Act and the 1996 Housing Act.

2.5 The landlord is required to ensure that there is a current Gas Safety Certificate, which

is issued by a Gas Safe registered engineer on an annual basis, in accordance with the Gas Safety Regulations 1998.

A copy of this Certificate is to be provided to both the tenant and the Council within 28 days of the inspection.

2.6 To obtain an Energy Performance Certificate for the property from a qualified practitioner, to comply with the 2004 Housing Act.

A copy of this Certificate is to be provided to both the tenant and the Council within 28 days of the inspection.

2.7 For properties considered by the Council as being Households in Multiple Occupation, that the property meets fire safety requirements as advised by the Council's Private Sector Housing Team.

2.8 Ensure that the property has valid Buildings Insurance cover.

2.9 Ensure that your mortgage company, if applicable, permits the letting of the property.

Failure to comply with these requirements may invalidate any claim against the Deposit Bond.

3. Inventory Conditions required for the issuing of a Deposit Bond.

3.1 A Deposit Bond will not be issued after a tenant has moved into the property, unless with the express prior permission of the Council's Housing Advice Team.

3.2 White Horse Lettings (a team within Housing Advice) will undertake a full photographic inventory of the property prior to, or shortly after, the tenant moving into the accommodation. The inventory will need to be checked and signed by both the tenant and the landlord (or their representative) before the Deposit Bond can be issued.

3.3 With the agreement of the Council, the landlord's or Agent's Inventory can be used but a representative of the Council will still visit the property to obtain supporting photographs.

3.4 It is important to thoroughly check the inventory prior to signing, as a claim can only be accepted for items listed on the inventory.

4. Renewing the Deposit Bond

The Deposit Bond is normally issued for a period corresponding with the length of the original tenancy agreement.

4.1 If both the landlord and tenant agree to extend the original tenancy period, the Council will normally agree to renew the Deposit Bond under the same terms as the original Bond.

4.2 It is the landlord's responsibility to ensure that the cover provided by the Bond does not lapse by contacting White Horse Lettings to renew the Bond.

4.3 The landlord should contact the Housing Advice Team 4 to 6 weeks before the Bond expires. This will allow sufficient time for White Horse Lettings to undertake a new inventory, obtained new signatures from the tenant and landlord if required, and then to reissue the Bond.

4.4 Any claim made against a Bond that has expired by 14 days or more will not be considered a valid claim and as such no payment will be made by the Council.

5. Claims against the Bond

5.1 The landlord (or their representative) is required to contact the Council's Housing Team within 7 days when they become aware that their tenant intends to vacate their property.

5.2 If the tenant vacates without prior notification, the landlord (or their representative) is required to contact the Housing Advice Team within 7 days of becoming aware that the property has been vacated.

5.3 If the landlord intends to make a Claim against the Bond, there is a maximum of 14 days to register the potential Claim with the Housing Advice Team. This 14 day limit commences from when the landlord first notifies the Housing Advice Team that the tenant has vacated. No claim will be considered valid after this 14 day period and as such no payment will be made by the Council.

5.4 The initial request to register a claim against a Bond can be made either by telephone or in writing to the Housing Advice Team, within the 14 day time limit.

5.5 Once the landlord has obtained verbal confirmation from White Horse Lettings that they have grounds for a claim against the Bond, it is the landlord's responsibility to provide a written estimate to White Horse Lettings for the works required. Depending on the nature of the claim, White Horse Lettings may request a separate written estimate from the company due to undertake the works.

5.6 If the estimate provided is considered unreasonably high by White Horse Lettings, the Council reserves the right to make payments based on an alternative estimate from similar contractors who would complete the work to the same standard.

5.7 The landlord cannot commence any works for which he intends to make a claim against the Bond before receiving the express permission of White Horse Lettings.

5.8 It is the landlord's responsibility to arrange any agreed works.

5.9 White Horse Lettings are likely to request a visit to the property with the landlord, and the tenant if still in residence, to verify the claim. Where appropriate, the tenant will be offered the opportunity to "make good" any potential claim items prior to vacating the property.

5.10 It is the landlord's responsibility to arrange any agreed repairs.

5.11 No payments will be made against a Bond claim for any works that did not have the prior agreement of White Horse Lettings.

5.12 Once the landlord has received permission to undertake works agreed with White Horse Lettings, there is a maximum of 28 days to submit a written request for payment.

5.13 Any request for payment received after 28 days of the agreed claim will not be considered valid and therefore no payment will be made.

5.14 The Deposit Bond only covers loss or damage which can be attributed to either the tenant or permitted visitors to the tenant

5.15 White Horse Lettings may require a visit or receipts as confirmation that the works have been completed.

6. Wear and Tear

6.1 It is rare for properties to be returned in exactly the same condition at the end of a tenancy, particularly if they have been resident for longer than the original tenancy period.

6.2 Slight markings to carpets and walls, or chips to woodwork, will be considered as wear and tear which might be expected during a tenancy and as such a claim would not be payable in these circumstances.

7. Items covered by the Bond Scheme

The following items are normally covered by the Rent Deposit Scheme. However, each claim is assessed on an individual basis.

- Contents listed on the Inventory that belong to the landlord and have been broken or damaged by the tenant. Subject to any suspected criminal damage having been reported to the Police.
- Contents listed on the Inventory which are missing and reported to the Police if it is suspected they have been stolen.
- Extensive markings to the walls of any room which goes beyond wear and tear and requires redecoration of that particular room.
- Cleaning costs for any room or appliances that have been left in a poor state of cleanliness by the tenant.
- Damage to carpets (not markings) which require replacing as cannot be considered suitable for re-letting after cleaning.
- Costs of tidying gardens.
- Replace missing or damaged garden items, subject to having been reported to the Police where theft or criminal damage is suspected.
- Cost of mould treatment where the tenant has not attempted to ventilate the property.
- Costs incurred removing, and if required, disposing of belongings left by the former tenant.
- Removing rubbish left by the former tenant.

8. Items not covered by the Bond Scheme

- Any outstanding rent due at the end of the tenancy agreement or when the tenant vacates the property.

- Any legal costs incurred during the tenancy or incurred when evicting a tenant.
- Any costs incurred by the landlord due to outstanding gas, electric, telephone or water bills owed by the tenant.
- Any damage considered the result of normal wear and tear during the period of the tenancy.
- Any communal or shared areas or rooms within a House in Multiple Occupation.
- Any missing items not listed on the inventory.
- Any items which have been allegedly stolen or damaged as a result of potentially criminal damage which have not been reported to the Police.
- Any items or damage which can be recovered through either Buildings or Contents Insurance.
- Any damage not caused by the tenant or visitors to the property permitted by the tenant.

9. Compensation Levels

9.1 Any loss or damage claimed against the Bond will be treated on a "like for like" basis. The age, nature and type of an item claimed will be taken into account when deciding the level of recompense.

9.2 If the estimate of works costs is considered unreasonably high by White Horse Lettings, the Council reserves the right to make payments based on an estimate from a associated Contractor who would complete the work to the same standard.

9.3 If the landlord is aware of loss or damage issues during the tenancy, and has not notified White Horse Lettings, this may be taken into account when deciding the level of recompense.

9.4 The Council will normally seek to recover any payment made under the Deposit Bond Scheme from the tenant.

9.5 By accepting the Rent Deposit Bond, the landlord also accepts the level of compensation considered fair and reasonable by the Council. There is no right of appeal against the level of recompense paid in settlement of a Bond claim.

10. False or Misleading Information

If the Council makes a payment in settlement of a Claim and subsequently determines the payment was the result of misleading or false

information provided by the landlord, the landlord will be required to repay the sum in full upon written notification. The Council also reserves the right to pursue further legal remedies as a result of the said Claim.

11. Future Changes to the Terms and Conditions of the Bond Scheme

11.1 The Vale of White Horse District Council reserve the right to amend the Terms and Conditions of the Rent Deposit Guarantee Scheme at any time. Landlords will be notified of any changes in writing.

11.2 Any changes to the Terms and Conditions of the Deposit Bond Scheme will apply to both current Deposit Bonds already issued, as well as any future Deposit Bonds.

12. White Horse Lettings

12.1 White Horse Lettings is a small team within the Council's Housing Advice section.

12.2 The purpose of White Horse Lettings is to provide free advice and assistance to private landlords and Letting Agencies who are registered on the Rent Deposit Bond Scheme.

12.3. White Horse Lettings can provide free template tenancy agreements; free inventories; free legal advice; free Housing Benefit (Local Housing Allowance) advice and general issues relating to the letting of your property.

12.4 White Horse Lettings will continue to provide assistance to the Landlord throughout the tenancy, including any change which may occur to the Local Housing Allowance.

12.5 White Horse Lettings can also arrange for direct housing benefit payments to landlords; "fast-track" housing benefit claims and assisting tenants to claim housing benefit.

12.6 White Horse Lettings does not accept any legal liability for any documentation or advice provided.

13. Local Housing Allowance (Housing Benefit)

13.1 Local Housing Allowance, formerly Housing Benefit, is governed by national legislation and regulations. The Vale of White Horse District Council does not have any control over Local Housing Allowance legislation or regulation.

13.2 The Government are entitled to amend the legislation or regulations concerning Local Housing Allowance. The Council has a duty to apply any changes to the regulations.

13.3 The maximum Local Housing Allowance payable for a property is based upon the number of bedrooms to which the household is entitled. The maximum LHA figures are reviewed and published every month.

13.4 Local Housing Allowance rates are set according to the local private rental market conditions. The rates may therefore go down as well as up each month.

13.5 Once a tenancy agreement has commenced, the Local Housing Allowance will be reviewed after one year. The rate may go down as well as up following the review.

13.6 An increase in the maximum Local Housing Allowance payable will only be paid if the rent has also increased.

13.7 A decrease in the maximum Local Housing Allowance payable would mean that either the landlord can ask the tenant to pay the shortfall; or the landlord can accept the reduced rate for the tenancy.

13.8 Local Housing Allowance is a benefit to help the claimant pay their rent. The actual benefit paid is dependent upon the claimant's income, as well as the size of their household.

The claimant's entitlement to Local Housing Allowance can be calculated prior to any letting agreement.

13.9 If the claimant's income changes during the tenancy, for example they commence employment, their Local Housing Allowance may be reduced. It is then the tenant's responsibility to pay any resulting shortfall in the rent directly to the landlord.

13.10 If there is an overpayment of Local Housing Allowance, the Housing Benefit department are entitled to recover the amount overpaid. However, any overpayment would only be recoverable from the landlord where the landlord would be expected to know that an overpayment had occurred. For example, if the tenant returns the keys on leaving the property and the landlord continues to accept Housing Benefit payments. This overpayment would be recoverable from the landlord.

13.11 If the property is let through White Horse Lettings, direct payment to the Landlord can be arranged on request. The claimant is entitled to subsequently request payment to themselves.

12.12 Once a household's Local Housing Allowance has been assessed, it is paid in arrears either on a two weekly cycle to the tenant or on a 4 weekly cycle to the landlord.

13.13 Local Housing Allowance can only be paid up to when the tenant vacates the property.

I CONFIRM THAT I HAVE READ, UNDERSTOOD, AND AGREE TO THE FULL TERMS AND CONDITIONS OF THE RENT DEPOSIT BOND SCHEME AS DETAILED IN THIS DOCUMENT.

SIGNED

PRINT NAME

DATED

