

DRAFT

Rent Guarantee Scheme Policy

(Deposit Guarantee Scheme)

May 2022



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CONTENTS

1. INTRODUCTION & POLICY CONTEXT	4
2. RELEVANT LEGISLATION.....	4
3. EQUALITY AND DIVERSITY.....	5
4. POLICY AIMS	5
5. PROCEDURE OVERVIEW	6
6. PROCEDURE CONTENT	6
6.1 APPLICATION PROCESS	6
6.2 ELIGIBILITY FOR THE RENT GUARANTEE SCHEME	6
6.3 DEFINITION OF LOCAL CONNECTION	7
6.4 REFERENCING PROCEDURE	7
6.5 APPLICANTS CURRENTLY LIVING IN HOSTELS	7
6.6 COUNCIL OR HOUSING ASSOCIATION TENANTS	8
6.7 APPLICANTS WHO ARE LESS THAN 18 YEARS OF AGE.....	8
6.8 PEOPLE WHO ARE NOT ELIGIBLE FOR THE RENT GUARANTEE SCHEME	9
6.8.1 Applicants who are ineligible due to immigration status	9
6.8.2 Applicants with a history of anti-social behaviour and/or rent arrears.....	9
6.8.3 Former Deposit Guarantee Scheme or Rent Guarantee Scheme Tenants	9
6.9 PURPOSE OF THE RENT GUARANTEE SCHEME ACCEPTANCE CRITERIA	10
6.10 NOTIFICATION FOR INELIGIBLE/REFUSED APPLICANTS	10
6.11 CANCELLATION POLICY FOR NON-RESPONDENT APPLICANTS	10
6.12 DETERMINING THE SIZE OF PROPERTY FOR WHICH AN APPLICANT IS ELIGIBLE.....	10
6.12.1 Who can be considered as part of the household?.....	10
6.12.2 Circumstances in which joint tenancies can be created.....	11
6.12.3 How many bedrooms is an applicant eligible for?	11
6.13 THE RENT GUARANTEE SCHEME WORKSHOP	12
6.14 PROPERTY PROCUREMENT.....	12
6.14.1 Property Inspection Criteria.....	12
6.14.2 Properties which will not be accepted on the scheme	13
6.14.3 Landlords who will not be accepted by the Scheme.....	13
6.14.4 Properties which are surplus to RGS requirements.....	14
6.15 VIEWING PROCESS	14
6.15.1 Applicants who fail to attend viewings.....	15
6.15.2 Applicants who turn properties down.....	15
6.16 SIGNING UP TO A TENANCY	15
6.17 TENANCY SUSTAINMENT	16
6.17.1 Money Advice.....	16
6.17.2 Rolling Programme Visits.....	16
6.17.3 Setting the Rent Guarantee Scheme Letting Income Rates	17
6.18 FINANCIAL PROCEDURE	18
6.18.1 Tenant Deposit Contributions	18
6.18.2 Deposit Protection.....	19
6.18.3 Rent Payment.....	19
6.18.4 Landlord Claims.....	20
6.18.5 Duration of Rent Guarantee Scheme Support.....	21

6.19 MOVES WITHIN THE RENT GUARANTEE SCHEME	21
6.20 REQUESTS TO REVIEW A DECISION.....	21
6.21 SERVICE STANDARDS.....	22
7. APPENDICES	23
APPENDIX 1: RENT GUARANTEE SCHEME ASSURED SHORTHOLD TENANCY AGREEMENT	23
APPENDIX 2: GUARANTEED RENT AGREEMENT	35
APPENDIX 3: RENT COLLECTION AGREEMENT	66
APPENDIX 5: STATUTORY OVERCROWDING.....	75
APPENDIX 6: ROLLING PROGRAMME VISIT FORM	77
APPENDIX 7: PROPERTY INSPECTION FORMS	81
APPENDIX 8 - FAIR WEAR AND TEAR GUIDELINES.....	128

1. INTRODUCTION & POLICY CONTEXT

Almost a third of Reading's residents live in private sector rented accommodation.¹ High demand for rental accommodation is coupled with the relative shortage of social rented property in Reading. A vital part of Reading Borough Council's Housing Strategy is enabling households threatened with homelessness to access accommodation in the private rented sector.

Reading Borough Council initially developed the Deposit Guarantee Scheme to make private sector renting more accessible for people threatened with homelessness. The Deposit Guarantee Scheme was for many years the main homelessness prevention option utilised by Housing Needs teams. However, increase in demand and decrease in property supply made it necessary to review the way in which the Scheme operated, in order to maximise the availability of suitable property. The outcome of this review was the introduction of a new landlord offer: the Rent Guarantee Scheme. This new Scheme commenced in 2015 and is administered by the Deposit Guarantee Scheme team. The purpose of this Policy is to outline the Rent Guarantee Scheme process.

The 1996 and 2002 Homelessness Acts establish groups regarded as having priority need who, when threatened with homelessness, all local authorities have a statutory duty to house.

The 2017 Homelessness Reduction Act introduced the Prevention and Relief duties to households threatened with homelessness, extending the period during which prevention of homelessness might take place, requiring the completion of a Personalised Housing Plan in every case and increasing the Local Authority's responsibilities to prevent homelessness for a greater range of people. This sharpened the focus on exploring and facilitating a range of housing options for every eligible household.

Both the Prevention Duty, for eligible households threatened with homelessness within 56 days, and the Relief Duty, for eligible households who are homeless, may be brought to an end by an offer of accommodation made via the Rent Guarantee Scheme.

2. RELEVANT LEGISLATION

This document makes reference to the following legislation: -

- Housing Act 1996, Part VI and VII as amended
- Homelessness Act 2002
- Homelessness Reduction Act 2017
- Tenant Fees Act 2019
- Asylum and Immigration Act 1996 (c49) and 1999 (c33) and 2002. Race Relations Act 1976 (S71) (amendment) Act 2000,

¹ Reading Borough Council 2012 *Private Sector Stock Condition Survey*: 28% of Reading's households live within the private rented sector, up from 20% in 2006.

- Disability Discrimination Act 1995 (Inserted by DDA 2005) S.49A and Freedom of Information Act 2000 (Section 19).
- Equality Act (Sexual Orientation) Regulations 2007 (in particular regulations 5 and *)
- Human Rights Act 1998
- Data Protection Act 2018

3. EQUALITY AND DIVERSITY

As a Local Authority we have due regard to the need to eliminate unlawful racial discrimination and to promote equality of opportunity and good relations between people of different racial groups. In accordance with Section 71 of the Race Relations Act 1976 (as amended by the Race Relations Amendment Act 2000) Reading Borough Council will promote equality of opportunity. The authority will not unlawfully discriminate on racial grounds.

In line with section 49A of the Disability Discrimination Act 1995 (as amended by the Disability Discrimination Act 2005), we will promote equality between disabled persons and other persons, eliminate unlawful discrimination and have due regard to taking account of disabled persons' disabilities.

Under the terms of the Equality Act (Sexual Orientation) Regulations 2007, Reading Borough Council will promote equality on the grounds of sexual orientation.

Our aim is to continue to maintain equality and ensure that we facilitate the creation of private tenancies in a non-discriminatory way, based on meeting housing need. We also anticipate that the transparency of this policy will not allow any customers to be treated less favourably on the grounds of gender, marital status, race, nationality, ethnic origin, colour, disability, sexual orientation, age or faith.

Reading Borough Council Housing Needs Teams will treat all applications for housing in a sensitive and supportive manner.

4. POLICY AIMS

The Rent Guarantee Scheme has six main aims:

1. To prevent homelessness and placements in emergency or Temporary Accommodation
2. To meet the housing needs of all groups across all tenures
3. To ensure a supply of appropriate, good quality, affordable private rented property for people threatened with homelessness, making it a realistic housing choice and an alternative option to social rented housing
4. To create sustainable tenancies and successful relationships with landlords and letting agents to the extent that the scheme perpetuates itself
5. To make the best use of available funds and recycle wherever possible
6. To make the best use of the private rented accommodation we have available to us

5. PROCEDURE OVERVIEW

The Rent Guarantee Scheme (RGS) enables people in receipt of Housing Benefit/Universal Credit (housing element), and without the means to fund their own tenancy deposits, to access private rented accommodation. While the Tenancy Agreement remains between the Landlord and the Tenant, the Scheme acts as managing agent; paying rent, to the landlord monthly in advance. Tenants are required to pay their rent direct to the Scheme. The Scheme sponsors tenants for a sum equivalent to six weeks' rent as a tenancy deposit, against which the landlord can claim, at the end of the tenancy, in the event of loss or damage to the property beyond fair wear and tear. The Scheme operates a tenant savings scheme to which tenants are expected to contribute regularly, until they have saved a sum equivalent to five weeks' rent as a tenancy deposit^{1,2}.

6. PROCEDURE CONTENT

6.1 Application Process

All RGS applications will be made as a result of a Housing Advice assessment, as an action agreed in the individual's Personalised Housing Plan. Homelessness Prevention Officers will determine an individual's eligibility for the scheme according to the Rent Guarantee Scheme eligibility criteria. An application form will be completed and supporting paperwork and references will be requested. In addition, a Common Assessment Form and Risk Assessment will be requested, as appropriate, when the application indicates that the applicant is working with a supporting agency e.g. Probation.

6.2 Eligibility for the Rent Guarantee Scheme

Reading Borough Council will consider any person who is owed a duty by the Council under section 193 of Part VII of the Housing Act 1996 to be eligible for the Rent Guarantee Scheme, that is persons who are: -

- ☐ Found to be homeless
- ☐ Eligible (having recourse to public funds)
- ☐ In priority need
- ☐ Not homeless intentionally and
- ☐ With a local connection.

Applicants or their partners must be over 16 years of age (applicants who are aged 16 and 17 years of age will require a trustee in order to sign up to a tenancy - see section 6.7 below).

² RGS tenants were expected to save a sum equivalent to six weeks' rent, as their tenancy deposit, until the introduction of the 2019 Tenant Fees Act, which limited the amount a landlord could request as a tenancy deposit to the equivalent of five weeks' rent. The RGS decided to continue to offer landlords a deposit guarantee of the equivalent of six weeks' rent, to maximise market advantage, but limited the expectation of tenant savings to a maximum of the equivalent of five weeks' rent in accordance with the spirit of the legislation.

Since the 2017 Homelessness Reduction Act, the Rent Guarantee Scheme may also be considered for households who are not owed a duty under section 193 of the Housing Act 1996, with an offer of a tenancy on the Scheme bringing a Prevention or Relief Duty to an end.

To be eligible for the Rent Guarantee Scheme, applicants must: -

- ❑ Be homeless or threatened with homelessness **and**
- ❑ Be receiving benefits or on a low income and eligible to receive Housing Benefit or Universal Credit (housing costs) **and**
- ❑ Have a local connection to Reading Borough **and**
- ❑ have no other way of finding the deposit

6.3 Definition of Local Connection

Applicants have a local connection if they have: -

- lived in Reading for 6 out of the last 12 months or 3 out of the last 5 years **or**
- permanent employment in Reading **or**
- close family who have lived in Reading for over five years (i.e. parents, brothers, sisters or non-dependent children)

Some applicants may not meet the local connection criteria, but could still be considered for the RGS due to individual circumstances, for example where an applicant is fleeing violence and cannot return to their former area.

6.4 Referencing Procedure

Acceptance on the Rent Guarantee Scheme is generally subject to satisfactory references. These references will be sought from the applicant's two most recent sources of settled accommodation, preferably private landlords or letting agencies. Where a former landlord refuses to provide a reference, this will be treated as an unsatisfactory reference.

If the applicant has not lived in the private rented sector before, character references may be sought from employers. Where no appropriate referee is available, Reading Borough Council will carry out their own enquiries into an applicant's previous behaviour, including speaking to other Council departments, other local authorities, Registered Social Landlords or agencies working with the applicant. In the case of 16/17 year olds coming straight from a parental home, a reference will be sought from their school or college along with a reference from Connexions.

6.5 Applicants currently living in Hostels

The RGS operates slightly different acceptance criteria for applicants who are currently living in a supported hostel environment. In addition to the usual requirements: -

- Application will be made and discussed via the Move On Panel
- A reference will be requested from the hostel
- Risk assessments will be completed

- A Common Assessment Form will be requested where necessary
- The applicant should have been supported for 6 months in the hostel before making a RGS application
- The applicant will be expected to engage with relevant support services

6.6 Council or Housing Association Tenants

The RGS will, in some circumstances, consider Council or Housing Association tenants for accommodation within the scheme. The purpose of this is to offer another option for families facing severe overcrowding in their current property, where finding larger accommodation through the Housing Register is likely to take a very long time. This approach will only be aimed at those households requiring at least a 4 bedroom property.

To be eligible, applicants must: -

- Have a clear rent account and have done for the last 6 months.
- Be the subject of no Anti-Social Behaviour complaints within the last 6 months
- Provide a satisfactory reference from their Housing Officer regarding the condition of their current property and their behaviour as tenant
- Sign up to and engage with the Housing Support service
- Be entitled to Housing Benefit/Universal Credit (housing element) or if employed be able to demonstrate they can meet the rental payments on a monthly basis
- Be statutorily overcrowded as defined by Part X of the Housing Act 1985 (see Appendix 5)
- Be entitled to 4 bedrooms or more according to the Housing Benefit Standard (see Appendix 4)

Each applicant will need to be assessed for Housing Benefit/Universal Credit and will be asked to provide a trial calculation. If the applicant is accepted for the scheme they will be informed in writing. Once this is received then they will be expected to surrender their current tenancy on the date of signup to a RGS property.

Reading Borough Council will provide information for overcrowded tenants regarding this option and will advise every individual who wishes to apply for the RGS to seek independent legal advice before moving via the Scheme.

6.7 Applicants who are less than 18 years of age

Individuals who are less than 18 years old cannot hold a tenancy in their own right, but can be the beneficiary of a tenancy. In order to sign 16 and 17 year olds up to RGS properties, they will need a trustee to effectively hold the tenancy on their behalf. This trustee could be a friend, a family member or a professional person. A Deed of Trust is attached to the tenancy agreement, which ceases to operate once the beneficiary reaches the age of 18.

Financial losses incurred by the Scheme are the responsibility of the Trustee while the Beneficiary is under 18. If the tenancy ends once the Beneficiary has reached the age of 18, debts incurred before they reached the age of 18 remain the responsibility of the Trustee, while debts incurred once the Beneficiary reached the age of 18 are the responsibility of the Beneficiary.

16 and 17 year old tenants are automatically referred for, and are required to engage with, Floating Support or other appropriate support services.

6.8 People who are not eligible for the Rent Guarantee Scheme

6.8.1 Applicants who are ineligible due to immigration status

People who are not eligible to appear on the Housing Register, according to the Homelessness Act 2002 and also defined in the Allocations Policy³, are also ineligible for the Rent Guarantee Scheme. This includes: -

- a) People who are subject to Immigration control within the meaning of the Asylum and Immigration Act 1996 (c49) unless he or she is of a class prescribed by regulations made by the Secretary of State.
- b) People who are excluded from entitlement to Housing Benefit/Universal Credit by section 115 of the Immigration and Asylum Act 1999 (c33) (exclusion from benefits).
- c) Other classes of persons from abroad who are ineligible for an allocation of accommodation, as may be prescribed by the Secretary of State.
- d) Applicants who are not deemed to be habitually resident in the CTA (Common Travel Area) or EEA (European Economic Area).

6.8.2 Applicants with a history of anti-social behaviour and/or rent arrears

A person may be ineligible for the RGS by reason of their behaviour in previous accommodation. This includes applicants who have been guilty of unacceptable behaviour such as rent arrears or anti-social behaviour, and who in the circumstances **at the time of the application**, are considered to be unsuitable to be tenants through the RGS by reason of that behaviour. The unacceptable behaviour may have been carried out by the applicant or a member of their household. Each case will be considered individually and the RGS does not operate a blanket exclusion.

Applicants with unresolved rent arrears, whether these are owed to a private landlord, a local authority or any Registered Social Landlord, are usually ineligible for the RGS unless they have made an arrangement to pay off the arrears and have kept to that arrangement for a minimum period of 6 months. There may be exceptions made on a case by case basis, taking into account the reasons that the arrears accrued and the circumstances in which the household needs to move.

6.8.3 Former Deposit Guarantee Scheme or Rent Guarantee Scheme Tenants

Applicants who have been accepted on the Deposit Guarantee Scheme or Rent Guarantee Scheme previously, and have not kept up rent or deposit repayments, caused a claim against the Scheme or failed to engage with the support offered will not be re-accepted onto the Scheme.

³ Reading Borough Council (2022) *Allocations Scheme*

Each case will be considered on an individual basis, taking account of all relevant circumstances, including the reasons for, and history of the rent arrears or misconduct.

6.9 Purpose of the Rent Guarantee Scheme Acceptance Criteria

The RGS acceptance criteria are designed to minimise two main risks: -

- A financial claim being made to Reading Borough Council at the end of the tenancy
- A landlord's properties being damaged, or landlords being left with rent arrears, which may cause them to withdraw their properties from the scheme

The RGS criteria will be regularly reviewed according to emerging good practice drivers from government and impending legislation.

6.10 Notification for ineligible/refused Applicants

Applicants who are not eligible for the RGS will be notified of the decision and reasons in writing within 5 working days of the decision being reached. They have the right to request a review of this decision within 21 days of the date of the notification letter. A Senior Officer will complete the review of the original decision.

6.11 Cancellation policy for non-respondent applicants

RGS applicants who have not brought in supporting paperwork or supplied references 4 weeks after making their initial application may have their application closed. If after 3 months there has been no further contact or information received, the application may be cancelled. The applicant will be informed in writing. They are entitled to reapply to the RGS but they will have to restart the application process.

6.12 Determining the size of property for which an applicant is eligible

6.12.1 Who can be considered as part of the household?

The RGS will decide whether a person is normally resident as a member of the family. As a guide, the following will be considered to form part of the household: -

- Dependent children including:
 - children coming out of Social Services care
 - children who have been adopted/fostered, the tenant having care and control of children (sleeping in the home for 4 or more nights a week)
- Dependent relatives - where a relative of a tenant has had to join the tenant to receive care and there are no other housing options for the family i.e. that the relative owns their own property, or occupies a property large enough to accommodate the family. In this case the term 'relative' applies to partners,

parents, grandparents, children, grandchildren, siblings, uncles, aunts, nephews and nieces including step relations and half relations.

- Carers - where the tenant can demonstrate that they are now in need of a live-in carer (i.e. 4 nights a week or more). However, the size of accommodation that the applicant will be eligible for is dependent on whether the carer is eligible to receive Housing Benefit in order to help pay the rent.
- Partners - where the tenant is now living in a permanent relationship and can prove that they have done so for the last 12 months.

As a general rule, individuals can only be considered part of an applicant's household if Housing Benefit/Universal Credit policy requires an allowance to be made for that individual when the amount of benefit an applicant is entitled to is calculated.

6.12.2 Circumstances in which joint tenancies can be created

Where household members have long term commitments to the home, for example, when adults share accommodation as partners, applicants will be eligible to create a joint tenancy. Applicants will be made aware of the legal and financial implications and obligations of joint tenancies. Where a joint tenancy is refused the applicant/s will be given reasons why.

Applicants who wish to be housed with friends or non-dependent siblings will not be able to create a joint tenancy.

6.12.3 How many bedrooms is an applicant eligible for?

See Appendix 4 for the RGS policy regarding bedroom allocation, which is identical to the policy applied by Housing Benefit/Universal Credit.

Applicants can be considered for smaller sized accommodation than that specified under the policy, as long as this does not result in statutory overcrowding.⁴ The RGS will consult with applicants needing property sizes which are in short supply, in order to consider this option.

An applicant (and partner) who is pregnant may be eligible for a two-bedroom property but not earlier than three months before the expected date of delivery. This eligibility is dependent on the pregnant applicant receiving a Discretionary Housing Payment to top up the Housing Benefit entitlement.

Pregnant applicants, and those with one child who is less than one year old, may be offered a one-bedroom property.

Single parents sharing childcare responsibilities for less than half of every week will not usually be offered accommodation of the above size standards. The size of accommodation offered will depend on how much Housing Benefit they are eligible to receive.

⁴ See Appendix 5 for a definition of statutory overcrowding.

It is important to note that the final decision regarding how much housing-related benefit an applicant will receive rests with the relevant awarding authority, not the Rent Guarantee Scheme. The RGS will not sign any applicant up to a property where they cannot afford the rent.

6.13 The Rent Guarantee Scheme Workshop

All accepted RGS applicants will be invited to attend the RGS Workshop. The Workshop consists of two separate sections, with the first part introducing applicants to how the Scheme works, and providing advice about looking for and viewing private rented property. The second part introduces applicants to basic money management principles including priority bills and budgeting, and discusses benefit applications.

Attendance at the Workshop will be recorded and may be an action requiring completion on the applicant's Personalised Housing Plan. Workshops may be run at different times of the day to accommodate working households.

6.14 Property Procurement

The RGS Procurement Officers will identify the amounts and sizes of property required, by analysing applicants' needs, on a quarterly basis. Procurement of the amounts and sizes of property that are most appropriate for clients on the Rent Guarantee Scheme waiting list will be prioritised.

In addition to properties identified by the RGS Procurement Officers, RGS applicants are encouraged to look for properties that would be suitable and affordable for their household and pass the details to the Procurement Team.

6.14.1 Property Inspection Criteria

The RGS Procurement Officers will inspect every property offered to the scheme in order to check that it meets basic health and safety standards. The RGS sets standards which all properties must meet in order to be accepted onto the Scheme, which can be found as part of the Guaranteed Rent Agreement in Appendix 2. These standards take into account, and exceed, the requirements of the Suitability of Accommodation Order, in association with the Homelessness Reduction Act 2017.

The Procurement Officers will consider Fire, Gas, Electrical, Furniture Safety and Energy Performance legislation when carrying out their inspections, and will request certification as appropriate. In addition, they will take into account the requirements for the licensing of Houses in Multiple Occupation, Planning and Building Control requirements and the standards set by the Housing Health and Safety Rating System. Where in doubt, the procurement officers will request joint visits to be carried out with representatives from Environmental Health or Building Control Teams before properties are accepted onto the Scheme.

The Procurement Officers will complete an inspection form while at the property, and the landlord or the landlord's representative is required to check the form and sign the

last page to demonstrate that they understand and accept the terms of the scheme. See Appendix 7 for inspection forms relating to different kinds of property.

Landlords will be informed in writing regarding necessary repairs and any documentation required before a property can be accepted onto the Scheme.

Once a property is ready to let, the Procurement Officers will carry out a video inventory which will be held by Reading Borough Council and used to determine the outcome of any claims against the deposit at the end of the tenancy.

6.14.2 Properties which will not be accepted on the scheme

Properties will not be accepted where: -

- The rent requested is higher than the RGS Letting Income rate for that bedroom size
- Planning Permission, where appropriate, has not been granted
- The property constitutes a licensable House in Multiple Occupation but no licence has been granted
- A valid Gas Safety Certificate, where appropriate, cannot be produced
- A valid Energy Performance Certificate cannot be produced
- A valid Electrical Safety Certificate cannot be produced
- The property does not have fixed heating in all habitable rooms
- The property fails to meet the basic health and safety standards set by the Scheme
- The property is likely to constitute a Level 1 Hazard according to the Housing Health and Safety Rating System
- The landlord is unavailable to attend viewings and/or a signup meeting and has no proxy/agency arranged to carry out these tasks

6.14.3 Landlords who will not be accepted by the Scheme

Landlords are expected to abide by a Code of Conduct specified in the Guaranteed Rent Agreement (Appendix 2). Under exceptional circumstances the RGS may choose not to accept certain properties due to the landlord or letting agent behaviours.

Landlords and agents will not be accepted where: -

- There is a history of illegal eviction or other illegal practices with any former or current tenants, or where there is an ongoing court case regarding the same
- The landlord or agent owes Reading Borough Council money
- There is a history of non-compliance with any Reading Borough Council department, particularly including Environmental Health, Planning and Planning Enforcement and Building Control
- There is a history of inappropriate treatment of tenants or Reading Borough Council staff
- The landlord has been prosecuted for a criminal offence arising from their conduct as a landlord
- The landlord has defrauded the local authority.

- The landlord has been refused a House in Multiple Occupation licence because he/she is not deemed a fit and proper person to hold such a licence in accordance with the Housing Act 2004.

Landlords and letting agents are entitled to request a review of the decision not to accept their properties onto the Scheme. In the event that a landlord is not able to join the Scheme then they will be informed of this decision in writing. Landlords can request a review of this decision by a Senior Officer.

6.14.4 *Properties which are surplus to RGS requirements*

Property which is offered by landlords but found to be surplus to the Scheme's current requirements will be made available to the Homelessness Prevention Team for the prevention of homelessness.

6.15 Viewing Process

Properties which the Procurement Officers consider to be ready for viewings will be passed to the Lettings Officers. Viewings will be arranged according to the needs of accepted applicants on the RGS waiting list. Applicants will not necessarily be sent for viewings in order of their date of acceptance onto the Scheme - how long they wait for a viewing of accommodation depends on the type, size and location of property that they are looking for, and whether they have a firm date that they need to leave their current accommodation. The Rent Guarantee Scheme's first priority is to prevent homelessness.

The Lettings Officers will send accepted applicants to view properties which meet their needs in terms of bedroom size. The RGS cannot guarantee viewings of particular types of property or properties located in specific areas of Reading. While properties are inspected to ensure compliance with relevant legislation and basic health and safety standards, the Scheme does not investigate parking issues and cannot guarantee that properties will be available where a tenant is permitted to keep pets. Applicants are required to view each property carefully and make sure it meets their individual requirements before signing up to a tenancy.

A landlord will be offered a choice of tenants where this is possible, if required. Individual applicants may be sent at the landlord's or Scheme's request. Viewings will be arranged to take place as a block booking, or staggered appointments. The landlord or landlord's representative is always required to attend the viewings, and a representative of the RGS may also attend at the landlord's request.

A landlord is not obliged to accept any tenant sent to view their property by the RGS. Should a landlord not be willing to take on any tenants offered in a first round of viewings, more viewings may be arranged at the discretion of the RGS.

The Lettings Officers will seek feedback from the landlord after the viewings; the successful applicant will be notified and a signup will be arranged.

6.15.1 Applicants who fail to attend viewings

Applicants are expected to attend viewings which have been arranged. The Lettings Officers will record incidences where individuals fail to attend viewings. During the next contact they will be asked why they did not attend the last viewing and the reason will be noted. This information will be made available to other Housing Needs teams who may be dealing with the applicant's rehousing.

On the second missed viewing, if no acceptable reason has been given, or the applicant is not contactable, a letter is sent to the applicant explaining that non-attendance of RGS viewings will affect their chances of assistance in the future.

If the applicant continues to fail to attend viewings without good reason, they may be removed from the waiting list and a letter will be sent confirming this. The applicant is entitled to reapply to the Scheme but their non-attendance of viewings will be taken into account.

6.15.2 Applicants who turn properties down

Applicants who are accepted by a landlord after a property viewing are expected to sign up to a tenancy in that property. Where an applicant has been offered an RGS property as a Private Sector Offer⁵, refusal to sign up may result in the ending of any housing duty owed by the Local Authority. Applicants may request a Suitability Review of the property offered, in accordance with the Suitability of Accommodation Order associated with the Homelessness Reduction Act 2017. This review will be carried out by the Homelessness Prevention Team, who may request supporting evidence from the property inspection process carried out by RGS. The RGS is intended to prevent homelessness and it is unlikely that an offer will be found to be unsuitable for reasons such as type of property, location within Reading, lack of parking and lack of permission for pets.

6.16 Signing up to a Tenancy

The Lettings Officers will liaise between landlord and tenant to arrange a signup date. Signups will usually take place at the Civic Centre by arrangement with landlord and tenant.

At the signup, the Lettings Officers will complete the Guaranteed Rent Agreement⁶, the Rent Collection Agreement⁷ and the relevant Housing Benefit or Universal Credit Application Form. They will also witness the signing of the Tenancy Agreement between landlord and tenant. A standard Tenancy Agreement can be supplied by the RGS.⁸ If a

⁵ Please see the Private Rented Sector Offer Policy (2017) for details regarding when this type of offer will be made.

⁶ The Guaranteed Rent Agreement constitutes the arrangements for the payment of rent and guaranteed deposit between the landlord and Reading Borough Council and can be found in Appendix 2

⁷ The Rent Collection Agreement constitutes the arrangements for the payment of rent and savings and can be found in Appendix 3

⁸ Please see Appendix 1 for the RGS Assured Shorthold Tenancy Agreement

landlord wishes to use their own Tenancy Agreement, this will be reviewed by the RGS prior to the signup date to ensure that it complies with all relevant legislation.

The RGS cannot participate in tenancies where the keys to the property are handed to the applicant, or the tenancy agreement is signed before the signup meeting has taken place.

6.17 Tenancy Sustainment

6.17.1 Money Advice

At the signup, an appointment is booked for the tenant to attend a Money Advice appointment with the RGS Money Advisor. This may take place in person or over the phone. The purpose of this appointment is to check that all relevant benefits have been applied for and to ensure that rent and deposit payments are set up. Work may be carried to help households to budget, understand which are their priority bills and manage existing debts.

6.17.2 Rolling Programme Visits

The RGS carries out a rolling programme of tenancy sustainment visits and contacts during the tenancy. After around 8 weeks, a Home Visit is carried out. Further visits may be carried out at regular intervals depending on how the tenancy progresses, and feedback will be provided to the landlord as necessary. Rolling Programme Visit forms can be found in Appendix 6. Some visits may be carried out over the phone depending on the circumstances of the tenancy.

The purpose of the Rolling Programme visit is to: -

- Check that the tenant has moved into the property
- Check that the Housing Benefit/Universal Credit claim is progressing
- Check that the tenant has organised the payment of rent, their deposit instalments and any bills due, and check that these payments are ongoing
- Check that the only residents in the property are those who were accepted on the RGS scheme, unless changes to the household have been agreed and an appropriate benefits claim has been made
- Check that the tenant is keeping the property in a good state of repair
- Check that essential maintenance of the property is being carried out by the landlord
- Establish whether the tenant needs additional support sustaining their tenancy or managing their affairs by carrying out a Support Assessment where necessary and referring the tenant to the Access Panel for the allocation of floating support as required.

Tenants will be contacted at any point during the tenancy should there be issues to discuss or causes for concern. Ad hoc visits may be carried out. Towards the planned end

of a tenancy, the Procurement Officers may carry out pre-void inspections to help the tenant and landlord prepare for the closing inventory.

When a tenancy comes to an end, a Procurement Officer will carry out a closing video inventory of the property when the tenant leaves, and will liaise with the landlord regarding any deposit claim which may be made under the Guaranteed Rent Agreement.

6.17.3 Setting the Rent Guarantee Scheme Letting Income Rates

Under the Guaranteed Rent Agreement, the Council undertakes to pay the Letting Income rate appropriate for the property directly to the landlord, in advance, for the duration of the agreed term. The Letting Income rates are reviewed annually and cannot exceed the Local Housing Allowance (LHA) rates. In setting the Letting Income rates each year, the RGS aims to strike a balance between maximising the amount of properties offered to the Scheme, by offering a rate which is attractive to landlords, and maximising affordability for tenants. This balance takes into account tenants who are affected by the Benefit Cap, and where gaps in affordability are identified, tenants are supported to gain exemption from the Cap by finding employment or by other means. Individual households may be supported financially via Discretionary Housing Payments or other available funding while this work is carried out. The same rate will apply across all properties of equivalent size, taking into account current issues of demand and supply.⁹

Under the Rent Collection Agreement, the tenant will pay all monies received in respect of their Housing Benefit or Universal Credit (housing element) entitlement to the RGS and will top this amount up to reach the total Letting Income rate as required. When Letting Income rates are reassessed (each 1st April), payment made to the landlord under the agreement will vary accordingly. Outside this variation, no rent increases can be considered.

The RGS team will liaise closely with the Income Recovery Team for the purpose of keeping track of tenants who fall into rent arrears and arranging Direct Payments under the Housing Benefit Safeguard Scheme¹⁰ as necessary. The RGS team will facilitate application for direct payment of the housing element of Universal Credit under an Alternative Payment Arrangement (APA) where this is deemed necessary due to the vulnerability, past tenancy history or debt history of the tenant.¹¹

⁹ Letting Income rates are set for each of the following property sizes: HMO room, Studio apartment, One bedroom property, Two bedroom property, Three bedroom property, Four bedroom property.

¹⁰ The Safeguard Scheme, operated by Housing Benefit, enables applicants to apply for their rent payments to be made directly to their landlords, in the event of their being an evidenced reason why they are unable to manage their own finances successfully. It is intended to help vulnerable tenants sustain their tenancies and prevent homelessness. Since April 2011 when Local Housing Allowance began to be calculated on the 30th percentile, direct payments are permitted in all cases where the landlord has lowered the rent to make the property affordable to a tenant in receipt of Housing Benefit. In practice this means that all RGS tenancies, where tenants are in receipt of Housing Benefit, are eligible for direct payments.

¹¹ For tenants in receipt of Universal Credit, the Alternative Payment Arrangements (APA) scheme will pay the housing element of a tenant's entitlement directly to their landlord. Application for this scheme will be made by the Rent Guarantee Scheme on behalf of tenants for whom this service would be appropriate, or in cases where tenants have accrued rent arrears.

The Prevention Fund¹² will be used where necessary to prevent loss of tenancy (i.e. in the case of a tenant being sent to prison for more than 13 weeks, but less than 6 months, the Prevention Fund may be used to bridge any gap in Housing Benefit or Universal Credit payments).

Discretionary Housing Payments¹³ will be sought to secure appropriate accommodation for pregnant clients and to prevent loss of tenancy for clients whose people whose circumstances have changed unavoidably, while the RGS looks to move them to a more appropriate property.

Two Homes Benefit¹⁴ will be used to prevent rent arrears in cases where a tenant, in receipt of Housing Benefit, is offered a Council or Housing Association property and is therefore unable to give four weeks' notice at their current property. It may also be used in exceptional circumstances where a tenant is experiencing severe overcrowding and a larger property becomes available under the Scheme at short notice.

6.18 Financial Procedure

6.18.1 Tenant Deposit Contributions

Rent Guarantee Scheme tenants are required to make regular savings according to a payment plan established at the beginning of their tenancy. Tenants are required to save a sum equal to five weeks' rent within three years.

At the end of a RGS tenancy, if a valid claim is made against the Guaranteed Deposit, the claim amount will be deducted from the tenant's savings. Any remaining balance will be returned to the tenant. A landlord is not permitted to claim in excess of the guaranteed amount, which is the equivalent of six weeks' rent.

If the claim amount exceeds the amount that the tenant has saved, the balance constitutes a debt between the tenant and the RGS. The tenant is expected to pay back this debt and will be pursued until it is cleared. However, the tenant will not be held responsible for the part of a claim which exceeds the equivalent five weeks' rent.¹⁵

If a tenant holds debts with RBC relating to emergency accommodation charges, rent arrears, recharges, former RGS claims or debts owed to the Housing Benefit or Council Tax departments, their deposit savings will be used to pay off these debts before any remaining balance is returned to them.

¹² The Prevention Fund, held by Housing Needs, is used to prevent homelessness and sustain tenancies in the private sector where a tenant's financial obligation does not fall within the scope of Housing Benefit, Universal Credit or Discretionary Housing Payments.

¹³ Discretionary Housing Payments, operated by Housing Benefit, can be used as a strictly short term (less than 6 months) measure for topping up Housing Benefit payments in situations where a tenant has experienced, or will shortly be experiencing, a change of circumstances which affects their Housing Benefit entitlement and their housing need.

¹⁴ Two Homes Benefit, operated by the Housing Benefit team, can pay up to four weeks additional rent as an overlap between tenancies where a tenant is unable to give proper notice at the property they are leaving. This is the only circumstance in which Housing Benefit can pay rent for one claimant at two properties simultaneously. This benefit is not available for tenants in receipt of Universal Credit.

¹⁵ Tenancy deposits are limited to the equivalent of five weeks' rent by the 2019 Tenant Fees Act. The Rent Guarantee Scheme continues to offer the equivalent of six weeks' rent to landlords as a deposit guarantee, to maximise market advantage, at the Scheme's expense.

6.18.2 Deposit Protection

From 6th April 2007, landlords are obliged to protect a tenancy deposit in one of the Government-approved Tenancy Deposit Protection Schemes. RGS landlords do not receive a cash deposit, but instead benefit from a deposit guarantee under the Guaranteed Rent Agreement. The RGS receive tenant deposit contributions during the course of the tenancy as described above.

At the beginning of each RGS tenancy, the RGS team protect each household's deposit, to the value of five weeks' rent, with the insurance-based Tenancy Deposit Protection Scheme MyDeposits. The cost of this protection is borne by the Scheme. At the tenancy signup, the Prescribed Information is given to the tenant. This provides details as to how their deposit is protected and what to do at the end of the tenancy if they have concerns regarding any deposit claim which may be made (see 6.17.4). At the end of the tenancy, the RGS Team unprotect the deposit according to MyDeposits process.

If a tenant has concerns regarding a deposit claim which has been made, and these concerns remain unresolved despite requesting a review of the decision, they have recourse to adjudication provided by MyDeposits. The RGS will provide evidence regarding the total amount the tenant has saved towards their deposit, and send that amount to MyDeposits on request. The RGS will abide by MyDeposits decision regarding allocation of the saved sum. If the tenant has not made any savings towards their deposit during the course of the tenancy, this adjudication is not available as the deposit protection requirement does not apply.

6.18.3 Rent Payment

Tenants

Rent Guarantee Scheme tenants are required to pay monies equivalent to their full rent, monthly in arrears, to Reading Borough Council. Some or all of this payment will be comprised of their Housing Benefit or Universal Credit entitlement. Rent payments are due on the last day of each calendar month.

Where tenants fall into rent arrears, they will be pursued by the Income Recovery Team. Money advice and support will be offered to all tenants who fall into rent arrears. The Income Recovery Team will follow their protocol for collecting unpaid rent. When this is complete and arrears are still unpaid, recommendation will be made to the Tenant Services Manager and the Housing Needs Manager that the landlord be required to serve the tenant with a Notice under Section 21 of the Housing Act 2004. In accordance with the Guaranteed Rent Agreement, the landlord has five working days in which to serve this Notice, which will be served on the tenant by the Income Recovery Team.

The Income Recovery and Rent Guarantee Scheme teams will continue to work with the tenant to resolve the arrears. On the expiry of the Notice, recommendation may be made to the landlord that he or she should progress to seeking possession of the property. At any point up until the execution of a Bailiff's Warrant, the tenant may settle their account in full to avoid eviction.

Eviction from a Rent Guarantee Scheme property brings both the Rent Collection Agreement and the Guaranteed Rent Agreement to an end, and triggers the one week void payment of rent to the landlord.

Landlords

The Rent Guarantee Scheme will pay the rent, as specified in the Guaranteed Rent Agreement, to the landlord in advance for the duration of the Agreement. The payment will usually be made on the first day of each month. Where a tenancy begins mid-month, the first payment will be made in arrears as soon as is practicably possible. Payment in advance will commence from the first of the next calendar month.

Where a landlord sells a Rent Guarantee Scheme property, with the intent that the tenant remains in the property, or passes management of a property to an agent or representative, they must give the Rent Guarantee Scheme as much notice as possible in order that Agreements can be amended or renewed as necessary. Rent payment will be transferred to a new owner or agent from the first day of the next calendar month after the change or sale has taken place. Any rent owed by the previous owner or manager to the new must be resolved between the two parties without the participation of the Rent Guarantee Scheme.

6.18.4 Landlord Claims

At the end of a tenancy, landlords are entitled to make a claim against the tenancy deposit in the event of loss or damage to their property in excess of fair wear and tear. The deposit does not cover the communal areas of shared properties or flats, or garages.

In accordance with the Guaranteed Rent Agreement, landlords have 20 working days following the end of a tenancy in which to notify the Rent Guarantee Scheme that they wish to make a claim. In the case of loss or damage, the landlord is required to notify the Scheme that a claim will be made, and in due course to provide receipts for works carried out or goods replaced. The Scheme acknowledges that receipts may not be available within the 20 working day period.

Each claim will be individually considered by the RGS Senior Procurement Officer or Team Leader, who will use the closing video inventory, where appropriate, as verification of the claim. The claim will be viewed in the light of the Wear and Tear guidelines published by the Scheme (see Appendix 8).

The maximum amount which can be claimed is the value of six weeks' rent as specified in the Guaranteed Rent Agreement signed at the beginning of the tenancy.

Regular analysis of claims made through the Scheme will be carried out and policies reviewed to minimise this expenditure.

Former Rent Guarantee Scheme tenants who owe the Scheme money as a result of a deposit claim will be pursued through the Reading Borough Council debtors' system.

6.18.5 Duration of Rent Guarantee Scheme Support

Support from the Scheme for both landlord and tenant lasts for the duration of the tenancy.

6.19 Moves within the Rent Guarantee Scheme

The RGS team will assist tenants to move from one private rented sector property to another when a change of circumstances has caused the current property to become unsuitable. For example: -

- The amount of bedrooms required has decreased
- The amount of bedrooms required has increased to the extent that the family are severely overcrowded as outlined in Appendix 5.
- The property is in significant disrepair which is not as a result of the tenant's actions
- A member of the family has developed medical problems which are exacerbated in the current property
- In cases of domestic violence

The RGS will not assist moves for tenants who: -

- Have caused disrepair in their current property which is likely to result in a claim against the scheme
- Are not saving regularly to pay back their deposit
- Are in rent arrears
- Have deliberately overcrowded themselves
- Want to move to another area of the Borough
- Have received a poor reference from their current landlord as the result of inappropriate behaviour during their tenancy.

The Rent Guarantee Scheme will not assist moves within the Scheme for social reasons unless there are extreme circumstances or a police recommendation with supporting evidence. Attention will be focussed on assisting moves where doing so will free up accommodation which is in high demand. The Rent Guarantee Scheme will only facilitate moves based on housing need.

6.20 Requests to Review a Decision

Individuals have the right to request a review of decisions reached by the RGS. Tenants may request a review of a decision to remove them from the Scheme and against claim decisions. Landlords may request a review of a decision not to use them or one of their

properties on the Scheme, and against claim decisions. All requests for a review must be made in writing within 14 days of the date the individual is notified of the relevant decision (as evidenced by an email or letter date). Requests for a review should be addressed to the Rent Guarantee Scheme Team Leader.

All review requests will be answered in writing within 14 days of receipt. Following a review decision, customers may use Reading Borough Council's Complaints Process if they wish to pursue the matter. However, review decisions made in accordance with RGS policy, which has been ratified by elected members, may have no further right to consideration.

6.21 Service Standards

All Rent Guarantee Scheme processes will be subject to published Housing Needs service level standards. Housing Needs aim to: -

1. Answer letters within 5 working days
2. Answer phones within 5 rings
3. Respond to complaints within 14 days
4. Respond to requests for a review of a decision within 14 days
5. Reach Homelessness decisions within 33 days
6. Process all Rent Guarantee Scheme applications within 33 days
7. Visit all households placed in Temporary Accommodation within 7 days
8. Visit all clients in Temporary Accommodation on a quarterly basis
9. Complete a Support Assessment with all clients placed in Temporary Accommodation
10. Complete all support paperwork within 7 days
11. Input all client details from drop-in appointments onto the system within 24 hours
12. Respect every individual's right to confidentiality
13. Treat every individual fairly and with respect

Rent Guarantee Scheme performance will be measured and monitored according to local Performance Indicators.

7 APPENDICES

Appendix 1: Rent Guarantee Scheme Assured Shorthold Tenancy Agreement

ASSURED SHORTHOLD TENANCY AGREEMENT

This is an agreement for letting a dwelling on a fixed term assured shorthold tenancy under Part 1 of the Housing Act 1988 (as amended)

For the Premises at: - *****

1. Date on which the agreement is made: *****

2. The people involved:

The Landlord: *****

Address: *****

The Tenant(s): *****

(In the case of joint tenants, the term 'tenant' applies to each of them and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out or implied in this agreement).

The obligations and liabilities of the parties under this agreement are joint and several.

3. The term of the tenancy:

Beginning on: *****

Ending on: *****

Tenancy fixed term lasting a period of: Twelve months

4. The rent: £***** per calendar month

Full details about the way in which rent is to be paid are contained in the Rent Collection Agreement (made between the Tenant and Reading Borough Council) and the Guaranteed Rent Agreement (made between the Landlord and Reading Borough Council). These agreements govern the way in which rent is to be paid for as long as those agreements continue. If this Tenancy Agreement lasts for longer than those other agreements, then Landlord and Tenant must make their own arrangements for the payment and collection of rent.

5. **The Guaranteed Deposit:** This is an amount of money agreed by Reading Borough Council, to the value of six weeks' rent, which may be claimed against by a Landlord at the end of a tenancy. You agree that Reading Borough Council may provide a guaranteed deposit to cover damages (beyond fair wear and tear) or rent arrears for

this tenancy. In accordance with the Tenant Fees Act 2019, the Tenant will be expected to save incrementally towards a maximum of five weeks' rent. These savings will be held by Reading Borough Council and protected by tenancy deposit protection scheme My Deposits. In the event that the Landlord wishes to make a claim against the guaranteed deposit, all Tenants will be informed and the details provided.

6. There will be three copies of this agreement after you have signed it, one for the landlord to keep, one for Reading Borough Council (known as the 'counterparts') and the other for you to keep (known as the 'original').
7. **Important - by signing this agreement, you agree that you have read and accept the full conditions of your tenancy.**
8. The clauses in this agreement set out all parties' responsibilities under this agreement.
9. By law, you must keep to the terms in this tenancy agreement once you and we have signed and dated both parts of the agreement
10. Landlord's signature:
11. Print Name:

By signing this agreement you also confirm you have received a copy of the Gas Safety Certificate*, the Government's "How to rent" leaflet, prescribed information and the Energy Performance Certificate (*if applicable).

12. Tenant's signature:

13. Print Name:

14. Tenant's signature:

15. Print Name:

16. Date:

General Clauses

17. Housing Act 1988

This agreement is for an assured shorthold tenancy as defined in Section 19A of the Housing Act 1988 as amended by the Housing Act 1996. Sections 8 and 21 of this Act sets out the conditions under which we can take the property back.

18. Our address for serving notices

Section 48 of the Landlord and Tenant Act 1987 says we must give you an address

where you can serve a notice (or notices) on us if you need to in relation to this agreement.

Address: *****

Serving notices properly

If either we or you serve a notice under this agreement, we will treat it as being served properly if it is delivered by hand or sent by recorded or registered delivery or by first class post. We will assume it has been received two working days after the date it was posted. However, if it is delivered by hand before 5pm, it will be treated as being served on the next working day. If a notice is not served properly it will not be valid.

Tenant Responsibilities

19. Rent - to pay rent as set out in Clause 4
20. Not to withhold your rent or any other amounts due under this agreement unless agreed beforehand in writing with the Landlord and for specified reasons only.
21. To register with the council tax department or any other relevant office of the local authority to pay council tax for the term of the tenancy.
22. You must register (in your name, and where appropriate) with gas, electricity, water, internet provider and phone companies (and sewerage companies, where this applies) and pay all charges for these services for the term of the tenancy. When your tenancy ends, you must arrange for the utility companies to take final meter readings for these services but do not ask the companies to cut the supply off.
23. You must not install any coin operated, prepaid card or key operated meters at the premises, or change gas, electricity or water suppliers without first getting the landlord's permission in writing.
24. You must pay the TV licence, cable television or satellite television charges (if you have any of these) for the term of the tenancy.
25. You must repay our reasonable legal and other costs if we take any action against you for not paying any amounts you owe or if you do not meet any of your other responsibilities listed in this agreement.
26. You must clean, or have cleaned, all the windows you can reasonably reach on the premises (inside and out) regularly and within the last 14 days of the end of the tenancy.

27. You must, as soon as possible, replace and pay for, all broken glass if the breakage was your fault, a member of your households fault, or a visitor's fault.
28. You must replace all fuses, bulbs and fluorescent tubes when you need to and make sure that all light bulbs and fluorescent tubes work at the end of the tenancy.
29. You must keep the inside of the premises and all fixtures and fittings in good and clean condition (this does not include reasonable wear and tear).
30. You are responsible for unblocking and keeping all gutters, sewers, drains, toilet bowls, cisterns, basins, baths, showers, water pipes and ducts (and other fittings you have reasonable access to) free from blockages.
31. You must use an appropriately qualified contractor to carry out any of your responsibilities to repair or maintain the premises. This particularly applies to clauses 31, 33 and 35, if the repair and maintenance might need specialist equipment for safety reasons.
32. You must tell us as soon as possible and in writing about any repairs or faults we are responsible for. You may be legally responsible for any loss or costs which are as a result of a repair or fault you do not tell us about.
33. During the tenancy, as long as we give you at least one working day's notice (except in an emergency), you must allow us or our employees into the premises for one or more of the following purposes:
 - inspect the condition of the premises;
 - carry out repairs or alterations to the premises or the premises next door;
 - during the last two months of the tenancy show the premises to possible new tenants or someone who wants to buy the premises;
 - carry out any other reasonable activity, including selling the premises, building work or raising a mortgage on the premises;
 - carry out our legal responsibilities as the landlord.
34. If after an inspection under clause 34 above we serve a notice of disrepair on you, you must carry out the work shown in the notice within one month of us serving the notice on you. If you do not do the work within that month we may enter the premises and carry out the work for you and then charge you the cost of the work.
35. You must keep to the regulations for managing the shared areas of any building you live in with other people. Where applicable, we have attached a copy of the common regulations to this agreement.

36. You must not overload the electrical circuits by using inappropriate multi-socket electrical adaptors or extension cables when connecting appliances to the mains.
37. You must regularly test any smoke alarms (which use batteries) fitted in the premises and replace any battery in an alarm which you find is not working. You must pay the relevant costs if you need a contractor to carry out this work for you. You must let us know as soon as possible if the alarm does not work after you fit a new battery.
38. You must take reasonable care to heat and ventilate the premises to help prevent condensation. If there is condensation, you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings.
39. You must remove all rubbish from the premises by putting it in black bin bags in the appropriate dustbin or any large waste container provided outside and put it out to be collected on the relevant days.
40. If you rent a specific car parking space or garage as part of this tenancy, you must only park in that space and not store, keep or park any boat, caravan or commercial vehicle on it or on any shared car park.
41. If you have a garden, you must keep it clean and tidy, including cutting the grass and lawns regularly, and not dig up or cut down any trees, shrubs, or bushes unless you have our permission in writing first. You must also keep the patio areas (if you have any), paths, garden areas, lawns, flowerbeds, shrubs or bushes and borders (if you have any) as tidy and free of weeds as they were at the start of the tenancy.
42. We do not provide any cover under any insurance policy arranged by us for damage to your personal belongings or valuables. Nor do we provide cover for claims against you from other parties for damage to property or personal injury that results from something you have or have not done (we call this negligence). You should arrange insurance for these risks yourself.
43. During the last two months of the tenancy, you must allow us to display a 'for sale' or 'to let' board or notice on the premises if necessary.
44. How you can use the premises:
 - You must not use the premises or the building for anything illegal or immoral.
 - You must not use the premises or the building for any registered trade or business.

- You must only use the premises as your and your dependants' home
 - You must not change or install any locks on any doors or windows at the premises or the building, or have any extra keys cut for any locks without our permission in writing. If you lose the keys to the premises or the building, you must pay us any costs to supply and fit replacement locks.
 - You must not change the inside or outside of the premises in any way apart from decorating the inside of the premises to a good standard in a colour we approve in writing before you carry out the work.
 - You must not damage the premises or the building, or allow anyone else to damage them. You must advise us of any damage to the premises or the building within 5 working days so that we can make repairs.
 - You must not do anything to the electrical, lighting, hot water or heating installations or fixtures or any of the kitchen units and appliances or sanitary fittings or any other fixtures and fittings. You must not remove these items from the premises or the building.
 - You must not transfer this tenancy to anyone else or take in lodgers, sublet, give up or share any part of the premises without our permission. If you wish to do any of the above you must first get our permission in writing. If we give you permission you must pay all the costs involved for preparing any documents relating to the tenancy change. You will continue to be responsible for all your responsibilities in this agreement until a new agreement has been signed which details the tenancy change.
45. You must not leave the premises empty for any continuous period of more than 14 days, without telling us first. If you plan to leave the premises empty for more than 28 days, you must leave a key with us in case there is an emergency where we may need to get into the premises.
46. You must not do anything at the premises or the building (including playing any radio, television or musical instrument) which causes a nuisance to or annoys us or your neighbours or which might reasonably be considered to be antisocial behaviour. In particular, you must not play any music which can be heard outside the premises between 11.00pm and 8.30am.
47. You and anyone visiting your premises must not harass anyone for any reason so that anyone in the building is offended and cannot live there peacefully.
48. You must not place any sign, poster, or item of clothing on the premises which can be seen from the outside, without the prior agreement of the Landlord.
49. You must not fix any aerial or satellite dish on the premises or the building, or install cable television or telephone cables without first getting our permission in writing. If we give you our permission you must pay all the costs involved (including removing an aerial or dish at the end of the tenancy) and the reasonable costs of making good

any damage or redecorating, if necessary.

50. You must not keep any animals, reptiles, insects, rodents or birds at the premises without first getting our permission in writing. If we do give our permission we may ask you to pay an additional amount towards the deposit to cover any possible damage the animal or pet may cause.
51. You must not remove the furniture, equipment and belongings shown in the inventory from the premises without getting our permission in writing first.
52. You must not block any shared passageways, hallways and staircases, or keep any bicycle, pushchair or other item in any shared area of the premises or building without first getting our permission in writing. You must also not hang any clothes or other items on the outside of the premises or in any shared garden unless we give you our permission in writing.
53. You cannot make any claim against us for any compensation for any loss or damage caused as a result of the washing machine or the tumble dryer (if you have one) breaking down and damaging your belongings.
54. You cannot make any claim against us for any compensation for any loss or inconvenience you suffer if the fridge or freezer (if you have either or both of these) breaks down and causes your food to thaw or become unfit to eat.
55. You cannot make any claim against us for compensation if:
- a lift in the building cannot be used or breaks down;
 - you or someone else has an accident caused by a lift; or
 - the lift stops working and we are not responsible for putting it right.
56. Unless it is covered by insurance, you cannot claim against us for compensation for:
- any damage our agents, workmen or other staff cause;
 - a fault in any pipes, staircase or anything in the premises or building;
 - anything which any caretaker in the building does or does not do;
 - any inconvenience you suffer when we carry out work to the premises or the building (including work to premises next door or buildings we own nearby), such as decorating or carrying out repairs or alterations; or any effect that the lift has on your TV or other electrical equipment.
57. You must give us copies of any notices, documents, proceedings or letters which relate to the premises as soon as you receive them.
58. During the tenancy you must take reasonable measures to keep the premises free of

vermin (for example, rats), fleas or parasites. If the premises become infested because of something you have or have not done, you will have to pay the appropriate costs of putting this right and cleaning any parts of the premises which are affected.

59. Just before or immediately after the tenancy ends, you must give us your new address so that we can contact you to ensure all bills have been paid.
60. You must arrange and pay for the premises to be cleaned to a good standard at the end of the tenancy. This may include washing cleaning any carpets shown in the inventory (if they have been marked during the tenancy). Or, you must pay a fair amount towards the cost of the cleaning.
61. You must repair any damage to the premises or to our furniture and fittings (including replacing them, if necessary) if you, a member of your household or one of your visitors caused the damage. You must pay us any cost we have to pay to repair any damage or replace any furniture and fittings if you fail to replace or repair anything under this clause.
62. You must repair any wall or other surfaces on which you have hung photographs, pictures, posters and so on.
63. You must leave all our furniture and fittings (as shown in the inventory) in a good, clean condition (apart from reasonable wear and tear) in the same rooms as they were in when you moved in.
64. You must pay the cost of redecorating any rooms or part of the premises which you decorated or changed without our written permission.
65. You must arrange for any electricity, gas, water, internet provider and phone meters to be read immediately before the end of the tenancy and pay any outstanding amounts you owe the companies who provide these services (including cable TV) up to and including the day the tenancy ends.
66. You must arrange to return any television or other equipment or appliance you have hired or rented to the company you rented it from.
67. You must give the premises back to us at the end of the tenancy with vacant possession and return the keys of the premises to the place or person we have agreed with you.

68. You must remove your personal belongings and any rubbish and leave the premises and our furniture, fixtures and fittings in good condition. You also agree that if you leave any personal belongings in the premises at the end of the tenancy we can choose to either:

- Remove any of your belongings you leave in the premises after the end of the tenancy, or
- Charge you rent at the rate set out in this agreement until you remove your personal belongings and hand back all the keys to the premises and the building.

69. You must pay to us any extra costs we have to pay if we cannot check the inventory until you have removed your personal belongings

Landlord / Agent Responsibilities

70. We will make sure the premises are in a clean and tidy condition before your tenancy starts and make sure all appliances are in good condition and working properly.

71. We will take reasonable steps to make sure the gas and electrical appliances, and other similar mechanical appliances in the premises for which we are responsible, work properly. We will repair them at the start of and during the tenancy, as long as the repairs are needed as a result of reasonable wear and tear.

72. Section 11 of the Landlord and Tenant Act 1985 as amended by Section 116 of the Housing Act 1988 applies to this agreement. This means that we are responsible for repairing and maintaining the installations in the premises which supply water, gas and electricity, and any sanitary ware (basins, sinks, baths, toilet bowls, cisterns, showers and so on), but not other fixtures, fittings and appliances for using water, gas or electricity. We will repair and maintain the installations in the premises for general heating, cooking and heating water. We will take account of the age, character and life of the premises and the area they are in to decide what level of repair we need to carry out.

73. We will not have to repair:

- anything which you are responsible for repairing;
- the premises if they are totally destroyed or damaged by a storm or flood; or
- anything which you are entitled to remove from the premises.

74. We will allow you to quietly enjoy the tenancy. This means you can live in your home without any interruption from us or others on our behalf other than as permitted under this agreement as long as you have paid the rent and carried out your responsibilities as set out in this agreement.

75. We will keep the premises and our contents (if any) insured for any amounts we feel appropriate. We will insure the premises against fire and other risks normally covered by a comprehensive household insurance policy and any other risks we consider necessary.
76. If the insurers consider that you cannot live in the premises because of damage to them or the building by any insured risk and the damage is not your fault, or they have not been damaged as a result of something you have or have not done (we call this negligence), you will not have to pay any rent until you can live in the premises again. Or, you may give us written notice to end the tenancy immediately. If you end the tenancy we will pay you any rent you have paid to us for any period after the end of the tenancy.
77. We will not pay you any compensation if you cannot live in the premises and we have told you that you do not have to pay us rent until you can live in the premises again.
78. If you cannot live in or use part of the premises you will not have to pay a percentage of the rent until the whole premises are fit to live in again.
79. If we cannot agree on a percentage to pay under clause 80 above, we may use arbitration to sort the matter out (under arbitration an independent professional will settle any dispute between us), as long as you and we agree and agree to share the cost of arbitration. This clause does not affect either our or your right to take a dispute to the courts in the usual way.

Inventory and Property Condition

80. We will be responsible for arranging an inventory and description of the condition of the premises at the beginning and end of the tenancy.
81. If you do not check and sign the inventory within 7 days of the date of this agreement, we will assume that you agree to the inventory and description of the condition of the premises as being a true and full record of the condition of the premises at the time you moved into the property.
82. At the end of the tenancy we will arrange for a closing inventory to be completed. If you do not keep an appointment to complete and check the closing inventory you must accept what we find when we check the inventory.
83. We will accept a Deposit Guarantee to the value of £***** provided by Reading Borough Council on your behalf.

Ending the Tenancy

84. The Protection from Eviction Act 1977 (as amended) protects you from us ending your tenancy immediately. It says we must get a court order to repossess (take back) the premises if you break the tenancy and you have failed to put right or sort out the problem in a reasonable time.
85. If you are not sure about your rights or you need more information to help you understand this clause, you should get advice from a solicitor or your local Citizens Advice.
86. Any action we take to repossess the premises will not restrict or limit any other legal rights we may have.
87. You must give us at least one month's notice in writing when you want to end the tenancy. You will still be legally responsible for paying the rent and for all other responsibilities under this agreement until the notice ends and you have moved out of the premises. The notice cannot expire within the first six months of the tenancy.
88. The Landlord may bring the tenancy to an end at any time before the last date of the tenancy set out in clause 3, by giving at least two months' written notice. The notice cannot expire within the first six months of the tenancy.

Regulations for the shared areas of the building if you live in a flat

89. You must not do the following:
- You must not block any cisterns, waste or soil pipes or rubbish chutes in the building (if there are any) and you must keep them free from rubbish.
 - You must not allow any rubbish to build up in the premises or the building and you must put all rubbish in the bins or other proper rubbish containers (you must provide these). You must not pour any oil, grease or other substance down any drain or pipe in or around the premises which might be dangerous or damage the drainage system.
 - You must not hang clothes or other items outside the premises; and
 - You must not place any pot, flowerpot, window box or any container of any kind on any window sill or concrete or stone ledge of the premises or the building.
 - You must not throw rubbish out of any window of the premises or shake any mat out of the windows.
 - You must not keep or bring any bird, dog or other animal into the premises or into the building without first getting our permission in writing. If we do give permission we still have the right to change our decision later.

- You must not use or allow anyone to use any lift to carry goods or more people than the weight or number allowed, as shown in the lift.
- You must not bring or keep on the premises anything which is or may become, in our opinion, unclean or unsightly.
- You must not park cars in any yard, garden or driveway of the building.
- No smoking within the premises.

90. Between 11.00pm and 8.30am you must not:

- play or use any piano, sound system, radio, loudspeaker or mechanical or other musical instrument;
- use any equipment or machinery of any kind (such as a vacuum cleaner);
- sing loudly; or
- make any other noise which could annoy any of your neighbours, or be heard outside the premises.

Appendix 2: Guaranteed Rent Agreement

DATED *****

C/O & LL

- and -

READING BOROUGH COUNCIL

GUARANTEED RENT AGREEMENT FOR THE PROPERTY AT

***tenancy address**

M Graham
Head of Legal & Democratic Services
Reading Borough Council
Civic Offices
Bridge Street
Reading RG1 2LU

Ref: Legal/US

THIS AGREEMENT is made on *****

PARTIES

(1) **C/O & LL** (“the Landlord”);

and

(2) **READING BOROUGH COUNCIL** of Civic Offices, Bridge Street, Reading RG1 2LU (“the Council”).

1. INTRODUCTION

A. The Council wishes to have access to residential properties in order to provide settled accommodation in the private rented sector for those approaching Reading Borough Council in housing need.

3 B. The Council intends to guarantee rent in respect of the properties of the Landlord that are the subject of this Agreement on the terms set out in this Agreement.

2. DEFINITIONS

In this Agreement, unless the context otherwise requires, the following terms have the following meanings:

“Agreement”	This agreement between the parties comprising these terms and conditions and the Schedules and any other documents (or parts thereof) specified by the Council;
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“Commencement Date”	****;
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“Confidential Information”	Includes: <ul style="list-style-type: none">(a) Information that ought to be considered as confidential (however it is conveyed and in whatever way it is stored), which includes without limitation any information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, intellectual property rights and know-how of either party;(b) Personal data and sensitive personal data within the meaning of the Data Protection Act 1998; and(c) Commercially sensitive information;
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“Deposit Guarantee”	Means the deposit guaranteed by the Council in accordance with Clause 10 which shall not exceed the sum equivalent to six (6) weeks Letting Income;
“DPA”	Means the Data Protection Act 1998, as amended;
“FOIA”	Means the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation;
“Guaranteed Rent Scheme”	Means the guaranteed rent scheme operated by the Council with participating Landlords and Tenants;
“Information”	All information in whatever form given to, produced, originating from or acquired by the Landlord or the Council for the purposes of this Agreement;
“Letting Income”	Means an amount equivalent to the monthly Rent payable by the Tenant to the Landlord under the terms of the Tenancy Agreement which shall be no greater than the Tenant’s LHA;
“LHA”	Means the Local Housing Allowance which is the maximum amount permissible by the relevant statutory authority by way of benefit payment with regard to the Tenant’s occupation of the Property in accordance with housing benefit regulations, as amended from time to time;
“Notices”	Means a notice served on the Tenant pursuant to section 8 of the Housing Act 1988 (as amended) in relation to any statutory ground therein or pursuant to section 21 of the Housing Act 1988 (as amended);
‘Notice of Abandonment’	Means a notice of abandonment served by the Landlord upon the Tenant pursuant to Clause 6.5.2 of this Agreement;
“Property”	Means the property at ***** identified by the Landlord as suitable accommodation for the Tenant which meets and shall continue to meet the standards set out by the Council in this Agreement;
“Request for Information”	Shall have the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term

"request" shall apply);

"Rent"	Means the aggregate rent reserved, exclusive of any service charges or other charges or expenses, payable by the Tenant to the Landlord for the Property which shall be no greater than the Tenant's LHA;
"Rent Collection Agreement"	Means the agreement for the collection of Rent for the Property between the Council and the Tenant in substantially the form of the draft which is annexed at Schedule 2;
"Schedule"	Means a schedule to these terms and conditions;
"Services"	Means the services described in Schedule 1;
"Tenancy Agreement"	Means a tenancy agreement provided by the Council for acceptance by the Landlord in accordance with Clause 5.2 which is annexed in Schedule 3;
"Tenant"	Means a tenant occupying the Property under a Tenancy Agreement with the Landlord;
"Void Letting Income"	Means the void letting income payable by the Council to the Landlord in accordance with Clause 9;
"Working Days"	Means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London.

3. INTERPRETATION

3.1 In this Agreement:

- (a) References to the singular shall include the plural and vice versa;
- (b) References to any gender shall include all genders;
- (c) Reference to any statute or statutory instrument shall include any amendment, re-enactment, modification or replacement thereof;
- (d) Reference to the Landlord's or the Council's consent or notice means the Landlord's or the Council's prior written consent or written notice;
- (e) Headings are for ease of reference only and shall not affect the construction or interpretation of this Agreement;
- (f) References to clauses are, unless otherwise provided, references to clauses of this Agreement and references to paragraphs are references to paragraphs in the same Schedule in which such reference appears;

3.2 In the event of any conflict or inconsistency between these terms and any Schedule, these terms and conditions shall take precedence to the extent of the conflict or inconsistency.

4. DURATION

4.1 This Agreement shall take effect from the Commencement Date.

4.2 This Agreement shall continue until terminated:

4.2.1 on not less than two (2) months' written notice by either Party
PROVIDED THAT no such notice may be served during the first
four (4) months of this Agreement; or

4.2.2 in accordance with the provisions of Clause 18.

4.3 Where the Council does so terminate the Agreement under Clause 4.2.1 above no remuneration, compensation or other payment shall be payable or owed by the Council except for the sums accruing pursuant to the payment provision hereunder for Services completed to the date of termination.

5. THE SERVICE

5.1 Where following an assessment of housing need, the Council has identified a person as being in need of settled accommodation, the Council shall notify the Landlord that it wishes it to nominate that person to the Landlord for the provision of the Property pursuant to this Agreement.

- 5.2 If the Landlord shall accept the nomination of such person, it shall enter into a Tenancy Agreement as proposed by the Council for letting the Property to such person during the period of this Agreement.
- 5.3 The Council shall only recommend to the Landlord Tenancy Agreements with a fixed period of twelve (12) months or less.
- 5.4 The Council shall collect the Rent for the Property from the Tenant in accordance with the Rent Collection Agreement at Schedule 2 of this Agreement.
- 5.5 The Council shall provide the Services:
 - 5.5.1 In accordance with this Agreement, including without limitation any performance standards that may be set out in Schedule 1;
 - 5.5.2 In accordance with all relevant laws; and
 - 5.5.3 With the degree of skill, care and diligence that could reasonably be expected of a careful and attentive provider of services similar to the Services.

6. THE LANDLORD'S OBLIGATIONS

- 6.1 The Landlord will let the Property to the Tenant under the terms of the Tenancy Agreement and will comply with its obligations thereunder and in particular will provide the following services and adopt the quality standards set out in Appendices 1 and 2 of the Agreement for the period of the Tenancy Agreement:
- 6.2 The aggregate Rent shall be no greater than the LHA throughout the term of the Agreement.
- 6.3 **Repairs**
 - 6.3.1 The Landlord shall be responsible for managing and carrying out all necessary repairs to the Property, including but not limited to the exterior and/or structure of the Property;
- 6.4 **Notices and court proceedings**
 - 6.4.1 **Notices under Section 8 or 21 of the Housing Act 1988 (as amended)**
 - 6.4.1.1 Where the Council instructs the Landlord to serve a Notice on the Tenant in relation to the Tenancy Agreement the Landlord shall do so at its own costs within 5 (five) Working Days' of the date of notification by the Council.
 - 6.4.1.2 If the Landlord fails to serve Notice within the timescale specified at Clause 6.4.1.1 above then the Council shall have the power to:
 - (a) suspend payment of the Letting Income until such time as the Notice is served by the Landlord on the Tenant; and

- (b) if the Notice is not served by the Landlord on the Tenant within 14 Working Days' of the date of notification in accordance with Clause 6.4.1.1 above the Council shall have the power to terminate the Contract as a whole by giving the Landlord not less than 1 (one) month's notice in writing.

Where the Council does so terminate the Agreement under this Clause 6.4.1 the Landlord shall only be entitled to sums accruing pursuant to the payment provision hereunder to the date of termination.

6.5.1. Where the Landlord serves Notice on the Tenant pursuant to Clause 6.4.1 it shall at its own costs within 5 (five) Working Days' of the date of expiry of the Notice issue proceedings at court to recover possession of the Property. Upon obtaining a possession order from the court the Landlord shall at its own cost apply for a warrant of possession within 5 (five) Working Days' of the date fixed for possession.

6.5.2 Notice of Abandonment

6.5.2.1 In circumstances where it appears to either the Council or the Landlord that the Tenant has abandoned the Property, the Landlord shall, having made proper enquiries and taken such independent legal advice as he considers necessary, attach a Notice of Abandonment to the front of the Property.

6.5.2.2 On expiry of the Notice of Abandonment, where the Landlord believes, and has reasonable cause to believe that the Tenant has ceased to reside at the Property, the Landlord shall take possession of the Property and notify the Council accordingly. The Council shall not be liable to the Landlord for any loss or damages arising out of any claim for harassment or illegal eviction made by the Tenant or any excluded occupier.

6.5.2.3 The Council shall have the power to terminate the Contract as a whole by giving to the Landlord not less than 1 (one) month's notice in writing where the Council, acting reasonably, is satisfied that the Tenant has abandoned the Property. Where the Council does so terminate the Agreement under this Clause 6.5.2.3 the Landlord shall only be entitled to sums accruing pursuant to the payment provision hereunder to the date of termination.

6.5.3 The Landlord shall at all times give the Council prior written notice of any decision to serve Notice and/or issue possession proceedings in respect of the Tenancy Agreement and shall indemnify the Council against all liability for loss or damage to the Property or breach of statutory duty or for all actions, costs, expenses (including legal expenses on an indemnity basis), claims, charges, losses, proceedings and demands which may arise in relation to the Tenancy Agreement.

6.6 Compliance

- 6.6.1 The Landlord represents and warrants that its performance of its obligations under this Agreement and the Tenancy Agreement will not constitute a breach of any law or obligation applicable to it.
- 6.6.2 The Landlord shall not engage in any illegal or immoral activity or purpose or allow the Tenant to do so. Where the Landlord reasonably suspects that the Tenant or persons in occupation of the Property are engaging in any illegal or immoral activity or purpose, the Landlord shall bring such activity to the immediate attention of the Council and take appropriate action against the Tenant under the Tenancy Agreement.
- 6.6.3 The Landlord shall not engage in fraudulent activity in connection with the Agreement. If the Landlord engages in fraud in relation to the Agreement or any other contract with the Council, the Council may terminate the Agreement forthwith and recover from the Landlord the amount of any loss suffered by the Council resulting from the termination.
- 6.6.4 The Landlord warrants and represents that all written statements and representations made by the Landlord to join the Guaranteed Rent Scheme, including any documents submitted, remain true and accurate at all times except to the extent that the Landlord has otherwise disclosed to the Council in writing prior to the date of this Agreement.
- 6.6.5 The Landlord shall have a continuing obligation to notify the Council of any changes in his or her circumstances, including but not limited to criminal convictions and bankruptcy.
- 6.6.6 The Landlord shall comply with all disabled access regulations.

6.7 Tenant safety

- 6.7.1 The Landlord shall be responsible for ensuring the safety of gas supply at the Property, annual safety inspections of gas appliances situated within the Property and the repair of gas appliances situated within the Property.
- 6.7.2 The Landlord shall be responsible for ensuring that any electrical equipment at the Property is safely installed and maintained; any such equipment shall be inspected and tested by a competent person at regular intervals, including annual PAT testing of electrical appliances (or its statutory equivalent).
- 6.7.3 The Landlord shall carry out a fire risk assessment at the Property prior to the commencement of the Tenancy Agreement; such assessment shall be carried out by a competent fire safety professional.
- 6.7.4 The Landlord shall be responsible for legionella testing and compliance with all other health and safety legislation.
- 6.7.5 The Landlord may choose to instruct the Council to carry out the tasks referred to at Clauses 6.7.1 to 6.7.4 inclusive. Any such services may be provided by the Council at its sole discretion subject to additional cost to be agreed with the Landlord.

- 6.7.6 Copies of all safety certificates shall be made available by the Landlord to the Council for inspection free of charge as soon as practicable after receipt of a request and in any event within five (5) Working Days' of receiving a request from the Council.

7. MONITORING AND COMPLAINTS

- 7.1 The Council shall monitor its performance and shall, if requested, provide a written report of the outcome of such monitoring to the Landlord six (6) months after the Commencement Date and at intervals of six (6) months thereafter.
- 7.2 The Landlord shall be entitled at its own expense to carry out its own monitoring of the Council's performance PROVIDED THAT such monitoring does not unduly interfere with, obstruct or otherwise adversely affect the Council's ability to provide the Services.
- 7.3 The Council shall deal with any complaints received from the Landlord (or any third party) regarding the Services in accordance with the Council's published complaints procedure. The Council shall keep a record of complaints received and of the actions taken by it to investigate and remedy each such complaint. Such records shall be made available for inspection by the Landlord at all reasonable times.

8. PAYMENT

- 8.1 The Council shall pay the Letting Income in advance on a monthly basis starting on the Commencement Date during the term of the Agreement:

The Letting Income means the sum of £****.

- 8.2 The Council shall pay the Landlord the amount due within thirty (30) days.
- 8.3 Payments to the Landlord will be made by the BACS system and the Landlord shall provide the Council with relevant bank account details prior to the commencement of this Agreement.
- 8.4 For the avoidance of doubt, no other letting related fee, expenses or charges shall be payable by the Council to the Landlord notwithstanding the content of any Tenancy Agreement concluded between the Landlord and the Tenant.
- 8.5 The form of each Tenancy Agreement is a matter for the Landlord with all responsibilities and liabilities thereunder resting solely with the Landlord and Tenant respectively. Under no circumstances shall the Council be liable to the Landlord for any breach or breaches of the Tenancy Agreement by the Tenant or to the Tenant for any breach or breaches of the Tenancy Agreement by the Landlord.
- 8.6 The Letting Income shall be reviewed annually. Any change to the Letting Income shall take effect on the 1st April each year and shall be no greater than the LHA for the Tenant. For the avoidance of doubt, under no circumstances shall the Letting Income be greater than the LHA throughout the duration of the Agreement.
- 8.7 If the Council is late in making the Letting Income payment then the Council must pay the Landlord interest on the amount of any such late payment (unless the sum is in

dispute between the parties). The interest will be calculated on a daily basis, from the date when the payment should have been made to the date when payment is actually made. The interest rate that will apply will be the base rate of Lloyds Bank from time to time, plus two (2) percent per annum. The parties agree the interest rate described herein provides the Landlord with a substantial remedy pursuant to sections 8 and 9 of the Late Payment of Commercial Debts (Interest) Act 1998.

9. VOID LETTING INCOME

- 9.1 The Council will pay to the Landlord weekly in arrears the Void Letting Income for a maximum of one (1) week, or lesser period on a pro-rata basis should the Property become occupied within the one (1) week period, upon the Landlord recovering possession of the Property following expiry or determination of the Tenancy Agreement in respect of which the Void Letting Income is being paid. For the avoidance of doubt, the Council shall be required to pay Void Letting Income for a maximum period of one (1) week during which there is, in relation to any part of the Property previously subject to a tenancy, no Tenancy Agreement.

10. DEPOSIT GUARANTEE

- 10.1 The Council will give to the Landlord a Deposit Guarantee as security against loss or damage to the Property excluding fair wear and tear and rent lawfully due only which shall not exceed a sum equivalent to six (6) weeks' Letting Income.
- 10.2 In the event that the Landlord seeks to recover monies from the Council under Clause 10.1 above, it shall provide the Council with all supporting evidence and any other documentation reasonably requested by the Council within 20 (twenty) days of the Closing Inventory. If there is a dispute between the parties as to the Deposit Guarantee, including but not limited to the amount payable by the Council to the Landlord, the dispute shall be resolved through the dispute resolution procedure detailed at Clause 23.

11. NON-RESIDENT LANDLORDS

- 11.1 The Landlord represents and warrants that at the date of this Agreement his or her usual place of abode is in the United Kingdom for the purposes of the Taxes Management Act 1970 and the Income and Corporation Tax Act 1980, as amended, or any other legislation or rule of law for the time being in force (the 'Tax Acts').
- 11.2 The Landlord shall immediately inform the Council if the Landlord's residential status becomes "non-UK resident" and provide to the Council at the same time the Landlord's HMRC self-assessment number. On receipt of this information no further action shall be required of the Council in relation to compliance with HMRC requirements and no charges shall be made by the Council.
- 11.3 Following notification by the Landlord pursuant to Clause 11.2 above, if the Landlord fails to provide the Landlord's HMRC self-assessment reference number to the Council then the Council shall make arrangements for the payment of standard rate income tax to the HMRC and deduct such sums from the monthly Letting Income payments due from the Council to the Landlord under this Agreement.

- 11.4 The Landlord agrees to indemnify and keep the Council indemnified on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Council at any time in respect of the Landlord's failure to account for United Kingdom tax relating to the rental income.

12. INDEMNITY AND INSURANCE

- 12.1 Subject to Clause 12.3(e) the Council shall be liable for and indemnify the Landlord against all costs, damages and expenses incurred or suffered by the Landlord as a consequence of any breach by the Council of this Agreement.
- 12.2 The Landlord shall be liable for and indemnify the Council against all costs, damages and expenses incurred or suffered by the Council as a consequence of any breach by the Landlord of this Agreement.
- 12.3 Notwithstanding Clauses 12.1 and 12.2 above:
- (a) Neither party shall be liable for any costs, damages or expenses incurred or suffered by the other to the extent that such costs, damages or expenses were incurred, suffered, caused or contributed to by any act, omission or breach by that other party (or that other party's personnel or agents); and/or
 - (b) Neither party shall be liable to the other for any special, indirect or consequential loss; and/or
 - (c) Neither party shall be liable to the other for loss of profit, loss of business, loss of revenue, loss of or damage to goodwill or loss of savings (whether anticipated or otherwise; and/or
 - (d) Each party shall take reasonable steps to mitigate any costs, damages and expenses for which the other may be liable pursuant to or in connection with this Agreement;
 - (e) The Council's maximum aggregate liability to the Landlord under or in connection with this Agreement shall be limited to the greater of £1,000 or the Letting Income due to be paid by the Council to the Landlord in the month immediately preceding the occurrence of the default. The said limit to the Council's liability shall apply irrespective of whether the cause of action giving rise to the liability or claim is founded in contract, tort (including negligence) or otherwise;
 - (f) Nothing in Clause 12.3 shall operate to exclude or limit either party's liability for death or personal injury caused by its negligence or that of its staff, fraud or fraudulent misrepresentation by it or that of its staff, or any other matter which, by law, may not be excluded or limited.
 - (g) The Landlord's liability under the indemnity in Clause 14 shall be unlimited.

13. CONFIDENTIALITY

- 13.1 The Landlord and the Council undertake to treat all Confidential Information obtained in connection with this Agreement as confidential. Neither party may disclose such information to any third party without the other's prior written consent except to the extent that such information:
- (a) Is or becomes public knowledge (otherwise than by breach of this Clause 13);
 - (b) Is already in the possession of the third party at the time of disclosure (otherwise than by breach of this Clause 13);
 - (c) Needs to be disclosed in order to facilitate the orderly performance of this Agreement; or
 - (d) Needs to be disclosed in order to comply with any law, Court of competent jurisdiction or governmental or regulatory authority.
- 13.2 Each party shall take such measures as are reasonably necessary to ensure that the Confidential Information is properly stored and protected from destruction, theft, loss or unauthorised use or alteration.
- 13.3 Each Party acknowledges to the other that nothing in this Clause 13 shall fetter or affect the parties' respective obligations under the Data Protection Act 1998, Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

14. PROTECTION OF PERSONAL DATA

- 14.1 Each party shall comply with its obligations, whether as a data controller, data processor or otherwise, under the DPA 1998 as and when applicable to this Agreement and, in particular, when processing personal data.
- 14.2 Neither party shall place the other party in breach of its obligations under the DPA 1998 either knowingly or where they should have reasonably known.
- 14.3 The Landlord will indemnify the Council and keep the Council indemnified against any and all damages, losses, liabilities, claims, actions, costs, deductions, fines and expenses arising as a result of any breach by it of its obligations set out in Clauses 14.1 or 14.2 above.

15. PUBLICITY AND MEDIA

- 15.1 The Landlord shall not make any press announcements or publicise the Agreement or any part thereof in any way, except with the prior approval of the Council.
- 15.2 The Landlord shall take all reasonable steps to ensure the observance of the provisions of Clause 15.1 above.
- 15.3 The provisions of this Clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

16. PREVENTION OF CORRUPTION

- 16.1 The Landlord shall take all reasonable steps to prevent any fraudulent activity in connection with the receipt of monies from the Council. The Landlord shall notify the Council immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 16.2 The Council may terminate this Agreement and recover all of its loss if the Landlord, its employees or anyone acting on the Landlord's behalf do any of the following things:
- (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Landlord does not know what has been done); or
 - (b) commit an offence under the Bribery Act 2010; or
 - (c) commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council Members, contractors or employees.

17. EQUAL OPPORTUNITY

- 17.1 The Landlord must use reasonable endeavours to make sure that it complies with the requirements of the Equality Act 2010 and all other statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation.

18. TERMINATION

- 18.1 Without prejudice to any other right or remedy the Council may terminate this Agreement by serving notice in writing on the Landlord with immediate effect, on the occurrence of the following:
- 18.1.1 the Landlord is in material breach of any obligation under the Agreement which is not capable of remedy;
 - 18.1.2 the Landlord repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
 - 18.1.3 the Landlord is in material breach of this Agreement and has not remedied such breach, if capable of remedy, following service of a notice by the Council on the Landlord stating the material breach and giving a reasonable period (not less than thirty (30) Working Days') in which the said breach must be remedied;
 - 18.1.4 the Landlord terminates the Tenancy Agreement or otherwise takes up occupation of the Property following the departure of the Tenant for any reason whatsoever, including but not limited to surrender or abandonment;
 - 18.1.5 the Landlord commits a breach of the Protection from Eviction Act 1977, as amended;

- 18.1.6 the Landlord breaches any of the provisions of Clauses 6.6.2 (immoral activity), 6.6.3 (fraud), 6.6.4 (false information), 6.7 (Tenant Safety) and 16 (Prevention of Corruption);
- 18.1.7 On the death of the Tenant.
- 18.2 The Landlord may terminate this Agreement by serving at least thirty (30) Working Days' notice in writing on the Council if the Council is in material breach of this Agreement and has not remedied such breach, if capable of remedy, following service of a notice by the Landlord on the Council stating the material breach and giving a reasonable period (not less than sixty (60) Working Days') in which the said breach must be remedied.
- 18.3 Termination or expiry of the Agreement shall be without prejudice to the rights of either party accrued prior to termination or expiry and shall not affect the continuing rights of the parties under this Clause and Clauses 11 (Non-resident Landlords), 12 (Indemnity and Insurance), 13 (Confidentiality), 14 (Protection of Personal Data), 15 (Publicity and Media), 16 (Prevention of Corruption), 20 (Freedom of Information), and 25 (Governing Law).
- 19. PERFORMANCE INTERRUPTION**
- 19.1 Neither party shall be liable to the other party under this Agreement to the extent that it is unable to perform its obligations by reason of any act or matter which, notwithstanding the reasonable diligence and foresight of the affected party, is beyond the control of that party (a "Performance Interruption Event"), provided that the party affected shall use all reasonable endeavours to minimise the effect of the Performance Interruption Event and to resume performance of its obligations as soon as practicable.
- 19.2 The party wishing to claim relief under this Clause 19 shall give written notice of the Performance Interruption Event to the other party as soon as reasonably practicable after becoming aware of it. Such notice shall contain all relevant information relating to the Performance Interruption Event including the nature and effect of the Performance Interruption Event, the actions being taken (or to be taken) to minimise the effect of the Performance Interruption Event and an estimate of the duration of the Performance Interruption Event.
- 19.3 The parties shall consult together and use all reasonable endeavours to minimise the effect of the Performance Interruption Event and to mitigate the costs arising there from. Each party shall take all steps necessary and consistent with good industry practice to minimise the effect of the Performance Interruption Event on the provision of the Services.
- 19.4 Where a Performance Interruption Event has a material effect on the provision of the Services for a period longer than sixty (60) Working Days', either party may by serving at least sixty (60) Working Days' notice in writing terminate this Agreement, so long as the Performance Interruption Event is still continuing on expiry of such notice. If such Performance Interruption Event ceases prior to expiry of such notice then the notice shall lapse.

20. FREEDOM OF INFORMATION

- 20.1 The Landlord acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations 2000 and shall assist and cooperate with the Council (at the Landlord's expense) to enable the Council to comply with these Information disclosure requirements.
- 20.2 The Landlord shall:
- (a) transfer the Request for Information to the Council as soon as practicable after receipt and in any event within two (2) Working Days' of receiving a Request for Information;
 - (b) provide the Council with a copy of all Information in its possession or power in the form that the Council requires within five (5) Working Days' (or such other period as the Council may specify) of the Council requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 20.3 The Landlord acknowledges that the Council may, acting in accordance with the Department for Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Landlord, or
 - (b) following consultation with the Landlord and having taken its views into account.
- 20.4 Notwithstanding any other provision in the Agreement, the Council shall be responsible for determining in its absolute discretion whether any information relating to the Landlord or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

21. TRANSPARENCY

- 21.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 21.2 Notwithstanding any other term of this Agreement, the Landlord hereby gives its consent for the Council to publish the Agreement in part or in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public.

22. GENERAL

22.1 Entire Agreement

This Agreement contains the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements and understanding between the parties. Each party acknowledges and confirms that it does not enter into this Agreement in reliance on any representation, warranty or statement not expressly set out or referred to in this Agreement PROVIDED THAT such acknowledgement and confirmation shall not apply to any representation, warranty or statement made fraudulently or to any provision of this Agreement which was induced by fraud, for which the remedies available shall be all those available under the law governing this Agreement.

22.2 Agency

Neither party is and shall not in any circumstances hold itself out as being the agent or representative for the other for any purpose other than those expressly conferred by this Agreement or otherwise expressly agreed by the parties in writing.

22.3 No Legal Partnership

Nothing in this Agreement shall be construed as establishing or implying a formal legal partnership or joint venture between the Landlord and the Council.

22.4 Invalidity

The invalidity of any provisions of this Agreement shall not affect the validity of its remaining provisions and this Agreement shall be construed as if such invalid provision has been omitted.

22.5 Compliance with Legislation

Each party shall in all matters arising from or in relation to the performance of this Agreement conform to all EC treaties, directives and other subordinate legislation and with all Acts of Parliament and with all orders, regulations and by-laws made with statutory authority by any Government Departments or other Authorities.

22.6 Variations

No variation to this Agreement shall have effect unless agreed in writing and signed by each party.

22.7 Waiver

No delay by or omission of either party in exercising any right, power, or remedy under this Agreement shall operate to impair such right, power, or remedy or be construed as a waiver of any breach of this Agreement. Any single or partial exercise of any such

right, power, or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, or remedy.

22.8 Third Party Rights

The parties acknowledge that for the purposes of the Contracts (Rights of Third Parties) Act 1999, this Agreement is intended and agreed to be for the benefit solely of the parties and is not intended to and does not create or confer any right or benefit enforceable by any third party.

22.9 Notices

22.9.1 Except as otherwise expressly provided within the Agreement, no notice or other communication from one party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the party concerned.

22.9.2 Any notice to be served upon by either party shall be valid and effective only if it is delivered by hand, email (confirmed by letter within 24 hours of the email being sent), facsimile transmission (confirmed by letter within 24 hours of the facsimile transmission being sent) or sent by recorded delivery post to the other party's principal place of business.

22.10 For the purposes of Clause 22.9.2, the address of each party shall be:

(a) For the Council:

For the attention of: Rent Guarantee Scheme

Reading Borough Council,
Civic Offices,
Bridge Street,
Reading,
Berkshire,
RG1 2LU

Email: rgs@reading.gov.uk

(b) For the Landlord:

For the attention of: LL*****

LL address*****

Email: LL*****

22.11 Either Party may change its address for service by serving a notice in accordance with this Clause.

22.12 Assignment and Subcontracting

The Council shall not sub-contract, assign or otherwise part with any of its rights or obligations under this Agreement without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.

23. DISPUTE RESOLUTION

23.1 Any dispute or difference between the Landlord and the Council as to the construction of this Agreement or arising out of or connected with this Agreement or the provision of the Services shall be dealt with in accordance with the dispute resolution procedure set out in this Clause 23.

23.2 Each party shall be under a general obligation to use all reasonable endeavours to negotiate in good faith and to settle amicably any such dispute or difference.

23.3 Stage 1 - Negotiation between the parties

Neither party shall refer any dispute or difference to Stage 2 unless they have first taken reasonable steps to notify and discuss the dispute or difference with the other party and to resolve it amicably.

23.4 Stage 2 - Internal Dispute Resolution

Where a dispute or difference is not resolved at Stage 1, either party may refer such dispute to a nominated Director of the Landlord and the Council's Head of Service for

Housing who shall meet at the earliest practicable date to discuss and endeavour to resolve the dispute or difference.

23.5 Stage 3 - Mediation

23.5.1 If within five (5) Working Days' of the meeting referred to in Clause 23.4 the participants at that meeting are unable to resolve the dispute, then the parties shall attempt to settle it by mediation. The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) a neutral adviser or mediator ("the Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree within a reasonable period of time, then either Party may apply to the Centre for Effective Dispute Resolution ("CEDR") to appoint a Mediator.
- (b) If the parties fail to reach agreement in the structured negotiations within 60 Working Days' of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the Courts.

24. REMEDIES CUMULATIVE

24.1 Except as expressly provided by the Agreement, all remedies available to either party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of any or all other remedies.

25. GOVERNING LAW

25.1 This Agreement shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction with regard to all matters arising therefrom.

26. COUNTERPARTS

26.1 This Agreement may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts shall together constitute one and the same instrument.

27. RIGHT TO RENT

27.1 Sections 20-37 of the Immigration Act 2014 require private landlords to check the immigration status of adult occupiers with a 'residential tenancy agreement'. For tenancies with a start date on or after 1st February 2016, the landlord must carry out checks on all persons (aged 18 or over) living in the property as their main home, even if not named on the tenancy agreement.

27.2 There are some exemptions to this requirement, including where the accommodation is arranged by a local authority which is acting in response to a statutory duty owed to an

individual, or which is exercising a relevant power with the intention of providing accommodation to a person who is homeless, or who is threatened with homelessness. **This includes any property let via the Rent Guarantee Scheme.** The tenancy associated with this Guaranteed Rent Agreement is therefore exempt from Right to Rent legislation and this agreement may be produced by the Landlord to demonstrate this exemption.

SIGNED by the parties on the date that first appears in this Agreement.

Signed for and on behalf of

[_____]

Signature _____

Name in Print _____

Official Title _____

Signature _____

Name in Print _____

Official Title _____

Signed for and on behalf of
READING BOROUGH COUNCIL

Signature _____

Name in Print _____

Official Title _____

Signature _____

Name in Print _____

Official Title _____

SCHEDULE 1

THE SERVICES

Core Services

The Council intends to carry out, where appropriate, the following Core Services:

1. Letting Services:

- Identify tenants and carry out reference checks
- Arrange viewings
- Arrange and attend a sign-up appointment
- Complete a basic Health and Safety Inspection of each property
- Carry out a video inventory and complete an Opening Inventory report at the start of each tenancy
- Arrange a Closing Inspection appointment, carry out a video inventory and complete a Closing Inventory report at the end of each tenancy
- Assist tenant in completing tenancy documentation including Housing Benefit forms

2. Tenancy Services:

- Provide a Guaranteed Rent
- Provide a Guaranteed Deposit as security against loss or damage to the Property excluding fair wear and tear and rent lawfully due. Fair wear and tear is defined in Appendix 3.
- Visit each property during the tenancy
- Provide additional advice and support for tenants and landlords as required
- Facilitate processing of Housing Benefit claims

APPENDIX 1

Property standards

Properties must:

- Meet decent standards of Health & Safety.
- Have a secure banister rails on stairs without large gaps between railings.
- Have a valid Gas Safety Certificate (if applicable).
- Have a Carbon Monoxide Tester/Alarm in the room in which the boiler is located.
- Have safety glass in doors or windows where glass is at a low level.
- Have a minimum of two smoke alarms - in a house there must be one at the top and one at the bottom of the stairs. In a flat there must be one in the hallway and a heat detector in the kitchen.
- Have adequate heating and hot water facilities.
 - We do not take on properties without fixed heating
 - Some older properties with Storage Heaters and without double glazing or insulation may not meet HHSRS standards
 - Storage Heaters should ideally have a fan element, so that heat can always be obtained at the touch of a button rather than waiting for the storage cells to charge up overnight.
- Have adequate extraction in the kitchen and bathroom - this can be either an extractor fan or openable window.
- Have independent utility meters with any thermostats controllable from inside the property. (Rooms in shared houses may share these facilities).
- Have sufficient electrical sockets in working order
 - Electrical installations (sockets, light fittings, visible wiring) should be visually safe
 - All sockets must be secured to the wall and socket plates intact
 - Overhead lights should not have dangling wires
 - There should be no exposed wiring
- Have a Fire Safety Label attached to any soft furnishings (mattresses, upholstered chairs, sofas etc.) supplied.
 - If furnishings do not have a label, but the landlord can prove that they were manufactured after 1988 (by means of a receipt) then they can remain in the property
- Not have polystyrene ceiling tiles in a kitchen or living areas which are open to kitchens.
- Have openable windows with locks and limiters where appropriate.
- Have adequate floor coverings.
- Not have any damp or mould evident.

This list is intended to give landlords a basic overview of the condition the property needs to be in before we carry out the initial inspection.

Landlord's Responsibilities

1. Repairs

The Landlord is responsible for ensuring that all necessary repairs to the property are completed in a timely fashion. By law, the landlord is always responsible for repairs to:

- the structure and exterior of the dwelling
- basins, sinks, baths and other sanitary installations in the dwelling
- heating and hot water installations
- gas installations and appliances provided with the tenancy
- electrical systems and appliances provided with the tenancy

2. Energy Performance Certificate

An Energy Performance Certificate is required by law for all properties and a copy must be provided free of charge to the prospective tenant prior to letting. The Landlord will provide the Council with a valid certificate prior to letting.

3. Health and Safety

- **Gas Safety & Use Regulations.** Under these regulations it is the Landlord's responsibility to ensure that all gas appliances and the fixed installation are maintained in good order and checked for safety at least every 12 months in accordance with the regulations. The Landlord must provide the Council with a valid certificate before the beginning of a tenancy and, on the expiry of that certificate, provide the Council with a new certificate annually on request.
- **Smoke/Fire Alarms.** The Landlord must ensure that the smoke or fire alarms installed are sufficient for the property.
- **Electrical Safety.** There is a general duty on landlords to ensure the safety of the occupants of any residential property. The Landlord must provide a valid electrical certificate prior to the beginning of a tenancy where this is required.
- **Furniture and Furnishings Safety.** Any furniture installed in the Property by the Landlord must comply with Furniture and Fire Safety Regulations in force. The Landlord warrants that he/she is fully aware of the regulations in force and that all furniture that is currently in the Property or is installed at a future date complies with the Regulations.

4. Landlord Code of Conduct

Landlords are required to abide by the Landlord Code of Conduct set out in Appendix 2.

5. Consents

The Landlord warrants that consent from mortgagees to letting the Property has been obtained.

The Landlord warrants that the insurance company has been informed that the Property is or will be let and they have extended the insurance policy to cover the letting of the Property.

The Landlord warrants, where relevant, that consent from the freeholder under the terms of the lease has been obtained.

APPENDIX 2

Landlord Code of Conduct

Creating the Tenancy

- The tenancy agreement will contain the Landlord's contact address in the UK for the service of notices.
- The landlord will make every effort to assist the tenant with the understanding of their tenancy agreement, referring them if necessary to an independent body for further advice.
- The landlord will inform the tenant in writing of any additional charges, utility bills, ground rent or maintenance charges that the tenant will be required to pay during the tenancy, stating where possible the amounts for each and the frequency and method of payment.
- The landlord will provide the tenant, at the beginning of the tenancy, with a telephone number or other means of contacting the landlord or their agent in an emergency. The landlord will also provide alternative emergency contact details for times when s/he is due to be away or otherwise unavailable.

Maintaining the Tenancy

- The Landlord will abide by relevant landlord/tenant law, including racial equality and disability legislation, in the management of their lettings businesses.
- Tenants will be treated with appropriate courtesy and respect and will not be deliberately misled.
- The landlord will act in a fair, honest and reasonable way in all their dealings with the tenant and will not, as far as is reasonable, disclose personal tenant information to other parties without their consent.
- The landlord will inform the tenant of any change of manager or landlord contact details.
- All disrepair in the property for which the landlord is responsible will be attended to promptly, with minimum disturbance to the tenant. Wherever possible urgent repairs will be dealt with within 3 Working Days' and less urgent repairs as soon as practicable.
- The landlord will respect the tenant's right to peaceful and quiet enjoyment of the property and will, emergencies excepted, ensure the tenant is given reasonable notice of at least 24 hours when access to the property is required by the landlord or agent.
- The landlord will provide the tenant with accommodation that complies with legal requirements (including, but not limited to, the provision of furniture, gas and electrical supply and appliances and their service/maintenance and repair and local authority occupancy standards - see other sections of the Landlord Pack for details).
- The landlord will ensure that suitable Buildings and Contents insurance cover is obtained for the property.
- The landlord will keep clear and informative rent accounts for each tenant, showing details and dates of rent due, rent paid and the balance.

Ending the Tenancy

- Before proceedings for breach of tenancy are commenced, the tenant will be notified of any breach of the tenancy agreement that is to be used as a basis for legal proceedings against the tenant.

The landlord will not refuse a tenant a reference for the purposes of securing a new tenancy, without good cause.

APPENDIX 3

Defining 'Fair Wear and Tear'

Legal Definition

A tenancy deposit is not like an insurance policy, which may offer 'full replacement value' or 'new for old' on items which are lost or damaged. The law states that a tenant cannot be held responsible for 'reasonable use of the premises...and the ordinary operation of natural forces (i.e. the passage of time)'.

While this definition is open to a wide variation of interpretations, there are two established legal tenets which may be used for guidance:

1) A landlord is not permitted to use the deposit for 'betterment'.

This means that a landlord cannot expect, for example, to replace old with new, or charge for items which were soiled at the start of the tenancy to be cleaned at the end of it.

2) A landlord is not entitled to charge a tenant the full cost of having part of the property, or any fixture 'put back to the condition it was at the start of the tenancy'.

This means that a landlord is only allowed to charge a tenant a proportion of the full cost of replacing or fixing an item, depending on a variety of factors.

Fair Wear and Tear makes allowances for:

- 1) The original age, quality and condition of the item at the start of the tenancy
- 2) The average useful lifespan to value ratio of the item (also known as 'depreciation')
- 3) The reasonable expected usage of the item
- 4) The number and type of occupants in the property
- 5) The length of the tenant's occupancy

Where an item is damaged, but the damage does not justify full replacement at the tenant's expense, a claim can still be made for loss of aesthetic value. An example of this would be a carpet that has been damaged by burn marks or spillages, where these are not so severe that the carpet is ruined. The amount of claim which can be allowed is normally in the region of £25-£50 per mark. If the landlord wishes to replace the item then they can do so, but the tenant cannot be charged for more than compensation for the marks.

Stipulations made in Tenancy Agreements

Many tenancy agreements confirm the level of cleaning required at the end of the tenancy. For example, if a carpet was freshly steam cleaned at the beginning of the tenancy, and the contract stipulates that it must be cleaned at the end of the tenancy, then the landlord is

able to make a charge on the tenancy deposit if steam cleaning has not been carried out. Tenancy agreements also commonly require the dry cleaning of soft furnishings such as curtains. This type of cleaning is accepted by the tenant when they sign the tenancy agreement and should be anticipated as a charge if they do not complete it.

Deciding what is 'fair wear and tear' and what is chargeable damage

There is clearly some room for individual opinion within the guidelines provided here, and this is for the landlord, the tenant and the Rent Guarantee Scheme (RGS) officer to negotiate at the Closing Inventory. For this reason, it is very important that all parties are in attendance when a tenancy is formally ended. The vast majority of tenancies end with the landlord, the tenant and the RGS satisfied that the principles of fair wear and tear have been fairly applied and where each party agrees with the amount of deposit, if any, which has been claimed.

In the few cases where agreement cannot be reached, the RGS officer will have the final say regarding items which can be claimed for, and how much, and items which constitute fair wear and tear. Both landlord and tenant have recourse to the request for review procedure should they remain unwilling to abide by the decision made.

Some examples of fair wear and tear vs. chargeable damage

Item	Fair Wear and Tear	Chargeable Damage
Painted walls	Scuffs, fingermarks	Multiple nail or pin holes, chips or dents. Repainted a different colour without authorization.
Wallpapered walls	Minor scuffs, fading caused by sunlight	Tears, dents
Curtains/nets/blinds	Discolouration and fading caused by sunlight	Burns, stains, tears, broken mechanism
Carpet	Fading caused by sunlight	Burns, stains, tears
Laminate Flooring*	Nicks, minor dents and surface scuffs, loose trim	Drag marks, deep scratches or scrapes, stains, burns, missing trim
White Goods	Discolouration due to sunlight, fading of printing due to cleaning, limescale	Damage caused by misuse, missing shelves or turntables
Kitchen Units and Worktops	Light scratches, fading/watermarks around taps, loose handles, misalignment of drawers and cupboard doors	Burn marks, 'lifting' of laminate due to water damage, missing handles or hinges
Tiled floors and walls	Minor scuffs and loose whole tiles	Chipped, broken or missing tiles
Windows	Condensation between panes, broken sash cords	Broken or cracked glass, bent hinges
Showers	Wear of electrical	Broken or missing shower

	components (average lifespan of electric shower = 4 years)	head or hose
Electric sockets	Loose screws, scuffs	Broken socket covers

*Laminate flooring comes in several different qualities. Some kinds are not suitable for use in areas of heavy traffic i.e hallways. Some kinds are not suitable for use in areas where contact with water is inevitable i.e. bathrooms and kitchens. Damage caused by normal use of inappropriate flooring should not be charged to the tenant i.e. 'lifting' at joints due to water penetration in bathrooms, or wear through the top surface of the laminate in hallways.

Examples of life expectancy for floor coverings**

Carpet

	Ordinary Quality	Superior Quality
Family Occupancy	5 years	10 years
Single/couple occupancy	7 years	12 years

Laminate Flooring

	Ordinary Quality	Superior Quality
Family Occupancy	5 years	10 years
Single/couple occupancy	7 years	12 years

Examples of life expectancy for wall surfaces

Painted Walls

	Non-smokers	Smokers
Family Occupancy	3 years	2 years
Single/couple occupancy	5 years	3 years

Wallpapered Walls

	Non-Smokers	Smokers
Family Occupancy	3 years	3 years
Single/couple occupancy	5 years	3 years

Examples of life expectancy for White Goods

Washing machine	3-5 years
Cookers, Ovens and Hobs	4-6 years
Refrigerators	5-8 years
Dishwashers	3-5 years

** Figures used are comparable to Government-backed Tenancy Deposit Scheme, representing the industry standard used by RICS, MoD and TDS Adjudicators.

3) The reasonable expected usage of the item

The landlord must make allowances for normal living and the effect this will have on a property over time, especially in long tenancies.

4) The number and type of occupants in the property

Tenants with children and pets, and tenants who smoke, will put additional strain on a property during the tenancy. Assuming that children, pets and smoking are permitted by the tenancy agreement, 'fair wear and tear' must take into account a reasonable amount of extra wear to the property caused by the normal everyday life of these tenants. This wear can still be considered to be 'fair' and therefore a deposit claim may not be appropriate.

5) The length of the tenant's occupancy

How long the tenancy has lasted obviously makes a difference to the depreciation calculation. A carpet which might be expected to last five years, and which was already two years old at the beginning of a three year tenancy, may not be claimed for even if the tenants have caused severe damage to it. This is because it could reasonably be expected that the carpet should be replaced after five years.

SCHEDULE 2 - Rent Collection Agreement (see Appendix 3)

SCHEDULE 3 - Tenancy Agreement (see Appendix 1)

Appendix 3: Rent Collection Agreement



RENT COLLECTION AGREEMENT

THIS AGREEMENT is made on

BETWEEN

(1) READING BOROUGH COUNCIL of Civic Offices, Bridge Street, Reading RG1 2LU (“the Council”);

and

(2) of (“the Tenant”).

1. IN THIS AGREEMENT:

1.1 “Closing Inventory Inspection” means the inspection of the Property carried out by the Landlord, Council and Tenant on or after the Tenancy Termination Date.

1.2 “Deposit Guarantee Sum” means the sum of equivalent to a maximum of six (6) weeks’ Rent guaranteed by the Council to the Landlord under the Guaranteed Rent Agreement.

1.3 “Deposit Guarantee Tenant Contribution” means the total sum of payable by the Tenant in *weekly / fortnightly / monthly* instalments of £_____ in accordance with Annex 2 towards the Deposit Guarantee Sum.

1.4 “Guaranteed Rent Agreement” means the guaranteed rent agreement for the Services between the Council and the Landlord in respect of the Tenancy Agreement.

1.5 “Inspection Report” means the report describing the condition of the interior of the Property and all items of furniture therein completed by the Council prior to or on the Tenancy Commencement Date.

1.6 “Landlord” means of .

1.7 “Property” means .

1.8 “Services” means the services described at Clause 2.1 below.

1.9 “Rent” means the rent reserved, excluding service charges and all other charges, payable under the terms of the Tenancy Agreement from time to time, which is detailed in the Tenancy.

1.10 “Tenancy Agreement” means the agreement granted by the Landlord to the Tenant and attached to this Agreement marked Annex 1.

1.11 “Tenancy Commencement Date” means the date of the commencement of the Tenancy Agreement.

1.12 “Tenancy Termination Date” means the date on which the Tenancy Agreement is ended whether by notice or execution of possession order or possession of the Property by the Landlord following abandonment or surrender.

1.13 “Video Inventory” means the visual recording of the Property and any contents therein made by the Council prior to or on the Tenancy Commencement Date.

2. BASIS OF AGREEMENT

2.1 The Council has entered into the Guaranteed Rent Agreement with the Landlord for the provision of the following:

2.1.1 rent collection services;

2.1.2 deposit guarantee; and

2.1.3 such other services as agreed by the parties from time to time.

2.2 The Tenant wishes the Council to supply the Services to the Landlord in respect of the Property which the Tenant lets from the Landlord under the Tenancy Agreement.

2.3 The Council has agreed to include the Property let by the Tenant from the Landlord in the provision of the Services to the Landlord and the parties have agreed to contract with each other in accordance with the terms and conditions set below.

3. TERM

3.1 The Agreement shall begin on the Tenancy Commencement Date and shall end on the Tenancy Termination Date, unless it is otherwise brought to an end earlier in accordance with the terms and conditions of this Agreement.

4. TENANT’S OBLIGATIONS

4.1 The Tenant shall comply with the following:

4.1.1 To pay the Rent to the Council each month on the date agreed by the parties.

4.1.2 To pay the Deposit Guarantee Tenant Contribution to the Council in accordance with Annex 2.

4.1.3 Payment under Clauses 4.1.1 and 4.1.2 above shall be made by the Tenant in accordance with one of the payment methods described in Annex 3.

4.1.4 The Tenant shall make all payments due to the Council without any deduction whether by way of set-off, counterclaim, discount or abatement or otherwise unless the Tenant has a valid court order requiring an amount equal to such deduction to be paid by the Tenant to the Council.

4.1.5 To comply with the terms of the Tenancy Agreement. Under no circumstances shall the Council be liable to the Landlord for the Tenant's failure to comply with the terms of the Tenancy Agreement.

4.1.6 To allow the Landlord and/or Council staff reasonable access to the Property to carry out visits, inspections, routine and emergency repairs.

4.1.7 To engage with support services as agreed in a support assessment carried out at the beginning of the Tenancy Agreement.

4.1.8 To give the Council's Housing Service authority to check with any department of the Council or the Department for Works and Pensions or any other agency for the Tenant's forwarding address. This is for debt recovery purpose.

4.1.9 To notify the Council immediately of the date on which the Tenancy Agreement ends, or if the Tenant wishes to leave the Property at any time before the end of the Tenancy Agreement to notify the Council of this.

4.1.10 To notify the Council upon serving any notice or being served with any notice in relation to the Tenancy Agreement and/or the Property.

4.1.11 To meet with the Landlord and the Council at the Property at the end of the Tenancy Agreement in order to carry out the Closing Inventory Inspection. The Closing Inventory Inspection shall be carried out within twenty-four (24) hours of the end of the Tenancy Agreement or as soon as possible thereafter.

4.1.12 At the end of the Tenancy Agreement to leave the Property in a clean and tidy state, except for fair wear and tear.

4.1.13 To notify the Council of any change of circumstances, including but not limited to persons joining or leaving the household and changes in employment status or arrangements.

4.1.14 Not to use the Property for any illegal or immoral act or purposes.

4.2 The Tenant agrees and acknowledges that the Council is not liable for damage to the Property during the term of the Agreement. The Tenant shall be responsible for maintaining and keeping the Property in accordance with the terms of the Tenancy Agreement.

4.3 The Tenant shall reimburse the Council in full and on demand for any payment made by the Council to the Landlord for loss or damage to the Property (other than deterioration resulting from normal wear and tear) which is not covered by the Deposit Guarantee Tenant Contribution paid by the Tenant to the Council. This Clause 4.3 shall survive expiry of this Agreement.

4.4 The Tenant agrees and acknowledges that the Council's role is limited to the provision of the Services to the Landlord referred to at Clause 2 of this Agreement.

4.5 The Tenancy Agreement is a matter between the Landlord and the Tenant with all responsibilities and liabilities including payment of Rent thereunder resting solely with the Landlord and Tenant

respectively. Under no circumstance shall the Council be liable to the Tenant for any breaches of the Tenancy Agreement by the Landlord or vice versa.

5. COUNCIL'S OBLIGATIONS

5.1 The Council shall comply with the following:

5.1.1 collect and pay the Rent received from the Tenant to the Landlord in accordance with the terms of the Guaranteed Rent Agreement;

5.1.2 provide the Landlord with the Deposit Guarantee Sum in accordance with the terms of the Guaranteed Rent Agreement;

5.1.3 collect the Deposit Guarantee Tenant Contribution from the Tenant in accordance with Annex 3;

5.1.4 register the deposit with the appropriate deposit scheme at the Tenancy Commencement Date;

5.1.5 reimburse the balance of the Deposit Guarantee Tenant Contribution to the Tenant after deducting any Deposit Guarantee Sum paid by the Council to the Landlord and rent arrears;

5.1.6 provide such other services as agreed between the Landlord and the Council, from time to time.

6. TERMINATION

6.1 The Council may terminate the Agreement by notice to the Tenant with immediate effect where:

6.1.1 the Tenant is in breach of any obligation under this Agreement which is capable of being remedied, and that breach is not remedied within 30 days of the Tenant receiving notice specifying the breach and requiring it be remedied;

6.1.2 the Tenancy Agreement is terminated by either the Tenant or the Landlord;

6.1.3 the Tenant surrenders the Property;

6.1.4 the Tenant is in breach of the Tenancy Agreement;

6.1.5 On termination of the Guaranteed Rent Agreement by the Council or the Landlord;

6.2 Termination of the Agreement shall be without prejudice to the rights of either party accrued prior to termination and shall not affect the continuing rights of the parties under Clauses 4.1.1, 4.1.2, 4.1.5, 4.2, 4.3, 4.4, 4.5, 5.1.5, 7.1, 11 and 13.

7. THIRD PARTIES

7.1 For the purposes of the Contract (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not give any person who is not a party to it any right to enforce any of its provisions.

8. COMPLAINTS

8.1 The Tenant shall have the right to complain under the Council's Complaints Procedure by writing to Housing & Community Care, Reading Borough Council, Freepost, Licence No. RG30, PO Box 2624 Reading, Berkshire RG1 7WB or by email complaints@reading.gov.uk.

9. ENTIRE AGREEMENT

9.1 The Agreement constitutes the entire understanding between the Tenant and the Council relating to the subject matter of this Agreement, save as may be expressly referred to in herein, and supersedes all prior representations, writings and negotiations or understandings.

10. NOTICES

10.1 Any notice which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery), or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other party in the manner referred to in Clause 10.2.

10.2 For the purposes of Clause 10.1, the address of each party shall be:

(a) For the Council:

For the attention of: Rent Guarantee Scheme

Reading Borough Council,
Civic Offices,
Bridge Street,
Reading,
Berkshire,
RG1 2LU

Email: rgs@reading.gov.uk

(b) For the Tenant:

To the address at the front of this Agreement.

10.3 Either party may change its address for service by serving a notice in accordance with this Clause on the other party.

11. THIRD PARTY RIGHTS

11.1 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

12. VARIATION

12.1 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the parties.

13. GOVERNING LAW

13.1 This Agreement shall be governed by and construed in accordance with English Law.

Signature _____

Name in Print _____

Date _____

Signature _____

Name in Print _____

Date _____

Signed for and on behalf of
READING BOROUGH COUNCIL

Signature _____

Name in Print _____

Date _____

Signature _____

Name in Print _____

Date _____

ANNEX 1 - TENANCY AGREEMENT
(see Appendix 1)

ANNEX 2 - DEPOSIT GUARANTEE TENANT CONTRIBUTION SCHEDULE

Deposit charge total	£				
Date first payment due by		Amount	£	Way to pay	
Payments thereafter due		Amount	£	weekly / fortnightly / monthly	
Way to pay	Standing Order / Payment Card / Online / Phone / App / Civic				
Signature	(Tenant 1)		(Tenant 2)		

This Tenant Contribution Schedule shall be completed by the parties and shall take effect on the Tenancy Commencement Date, and may be varied subject to the Council's prior written consent. Any variation will be recorded by the parties by way of any updated Tenant Contribution Schedule which will form part of this Agreement.

ANNEX 3 - PAYMENT METHODS

Tenants can make their Rent and Deposit Contribution Payments via a range of methods:

Direct Debit (not available for deposit payments)

A Direct Debit allows us to ask your bank to transfer payment directly to us from your account.

Standing Order

Send or take your completed Standing Order Form to your bank.

Payment Card

Use your payment card to pay in cash at any shop displaying the PayPoint logo or at any Post Office.

Online

Pay only using a debit or credit card - go to www.reading.gov.uk/payments.

Automated Telephone Payment (available 24/7)

Use your debit card or credit card to pay by phone.

Allpay App (UK registered smartphones only)

Download the free Allpay App or register online at www.allpayment.net/text/login.aspx.

At the Civic Offices

Pay by card or in cash at a payment machine in reception.

Detailed information about each option and how and when you will receive your Payment Cards is provided by the Rent Guarantee Scheme on the Tenancy Commencement Date.

Appendix 4: Housing Benefit/Universal Credit Bedroom Standard

Size of accommodation required:

Applicant and partner	1 bedroom
-----------------------	-----------

(A single applicant under 35 years old will be eligible for a room in a shared house. A single applicant over 35 years old will be eligible for a self-contained studio flat or a one bedroom property)

Each person requiring a separate bedroom for medical reasons.	1 bedroom
---	-----------

Each adult, or couple, over 18 years	1 bedroom
--------------------------------------	-----------

Up to 2 children of either sex under 10 years	1 bedroom
---	-----------

Up to 2 children of opposite sexes over 10 years each	2 bedrooms
---	------------

Up to 2 children of the same sex under 16 years	1 bedroom
---	-----------

Appendix 5: Statutory Overcrowding

Housing Act 1985 (Excerpt) *Part X - Definition of Overcrowding*

324 A dwelling is overcrowded for the purposes of this Part when the number of persons sleeping in the dwelling is such as to contravene:

Definition of overcrowding

- (a) the standard specified in section 325 (the room standard), or
- (b) the standard specified in section 326 (the space standard).

325 (1) The room standard is contravened when the number of persons sleeping in a dwelling and the number of rooms available as sleeping accommodation is such that two persons of opposite sexes who are not living together as husband and wife must sleep in the same room.

The room standard

(2) For this purpose -

- (a) children under the age of one shall be left out of account, and
- (b) a room is available as sleeping accommodation if it is of a type normally used in the locality as a bedroom or as a living room.

326 (1) The space standard is contravened when the number of persons sleeping in a dwelling is in excess of the permitted number, having regard to the number and floor area of the rooms of the dwelling available as sleeping accommodation.

The space standard

(2) For this purpose -

- (a) no account shall be taken of a child under the age of one and a child aged one or over but under ten shall be reckoned as one-half of a unit, and
 - (b) a room is available as sleeping accommodation if it is of a type normally used in the locality either as a living room or as a bedroom.
- (3) The permitted number of persons in relation to a dwelling is whichever is the less of -
- (a) the number specified in Table I in relation to the number of rooms in the dwelling available as sleeping accommodation, and
 - (b) the aggregate for all such rooms in the dwelling of the numbers specified in column 2 of Table II in relation to each room of the floor area specified in column 1.

No account shall be taken for the purposes of either Table of a room having a floor area of less than 50 square feet.

TABLE I

Number of rooms	Number of persons
1	2
2	3
3	5
4	7
5 or more	2 for each room

TABLE II

Floor area of room	Number of persons
110 sq. ft. or more	2
90 sq. ft. or more but less than 110 sq. ft.	1
70 sq. ft. or more but less than 90 sq. ft.	1
50 sq. ft. or more but less than 70 sq. ft.	½

(4) The Secretary of State may by regulations prescribe the manner in which the floor area of a room is to be ascertained for the purposes of this section. In addition, the regulations may provide for the exclusion from computation, or the bringing into computation at a reduced figure, of floor space in a part of the room that is of less than a specified height not exceeding eight feet.

(5) Regulations under subsection (4) shall be made by statutory instrument that shall be subject to annulment in pursuance of a resolution of either House of Parliament.

(6) A certificate of the local housing authority stating the number and floor areas of the rooms in a dwelling, and that the floor areas have been ascertained in the prescribed manner, is prima facie evidence for the purposes of legal proceedings of the facts stated in it.

Appendix 6: Rolling Programme Visit Form**HNDVISIT REF:****OFFICIAL****Rent Ref:****BOOKED:****Deposit Ref:**

PROPERTY ADDRESS POSTCODE	
TENANT/S	
RENT LEVEL/HOUSEHOLD COMP.	£
C.O.T	
LANDLORD / LL CONTACT	
PHONE NUMBER	
EMAIL	
ALT CONTACTS:	
DATE OF INSPECTION	
OFFICER	

By signing this visit form, you consent to allowing Reading Borough Council to discuss your case with any and all alternate contacts listed above. If you wish to change your alternative contacts at any time, please let your Housing Officer know.

FIRE SAFETY	Tested		Comments/Action
Smoke Alarms	YES	NO	
Co2 Alarm	YES	NO	

HALL	Good	Fair	Poor	Comments/Action
Walls/ceiling				
Floor covering				
Doors				

LOUNGE/LIVING ROOM	Good	Fair	Poor	Comments/Action
Walls/ceiling				
Floor covering				
Doors				

DINING ROOM	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	Comments/Action
Walls/ceiling				
Floor covering				
Doors				

KITCHEN	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	Comments/Action
Walls/ceiling				
Floor covering				
Doors				
Kitchen units				
Worktops				

STAIRS/ LANDING	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	Comments/Action
Walls/ceiling				
Floor covering				

BEDROOM 1	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	Comments/Action
Walls/ceiling				
Floor covering				
Doors				

BEDROOM 2	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	Comments/Action
Walls/ceiling				
Floor covering				
Doors				

BEDROOM 3	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	Comments/Action
Walls/ceiling				
Floor covering				
Doors				

BEDROOM 4	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	Comments/Action
Walls/ceiling				
Floor covering				
Doors				

BATHROOM	<i>Good</i>	<i>Fair</i>	<i>Poor</i>	Comments/Action

Walls/ceiling				
Floor covering				
Doors				
Bath/ Shower				
WC				
Washbasin				

OTHER PROPERTY NOTES / REPAIR ISSUES

Is the property tidy? Yes / No

Discuss condensation with tenant/s Yes/No

Repairs needed? Reported to Landlord? EH visit needed?

Moving On

Gave "Thinking Of Moving On" document Yes / No

HWL COA done Yes / No Homechoice Form Yes / No

Utility bills

Gas

Electric

Water

TV Licence

Council Tax

Issued CTAX "What If I Don't Pay On Time" sheet Yes / No CTAX Ref:

Rent/ Housing Benefit/ Details of rent arrears

Gentle/Severe HB/Rent warning

Deposit

Total Deposit: £ DATE OF NEXT PAYMENT:

PAYMENT AGREED: WEEKLY / FORTNIGHTLY / MONTHLY

Gentle/Severe deposit warning

Money Advice/Support (e.g. support worker, family worker, social worker)	
Money Advice Offered	Yes
Interested in Money Advice	No
Support Offered	Yes
Interested in Support	No
Already being supported by (Name & Agency):	
Other notes (e.g Translator needed/ Substance misuse/ Nuisance/ ASB issues)	
Issued "Welfare Changes" information sheet	Incheck verified Yes / No
Benefit Cap leaflet issued	Yes / No
Notes -	

Tenant did 8 week questionnaire Yes / No	
SIGNED TENANT 1:	DATE:
SIGNED TENANT 2:	DATE:

Appendix 7: Property Inspection Forms

HNDPROP

Ref _____

Prop F3

RGS Address of property				
Property Type				
Level Access	Yes		No	
Floor Level				
Leasehold	Yes		No	

Landlord/Agent				
Telephone				
Email address				
Address				
How did they hear of scheme?				

Date of opening inspection		Video Date		
Carried out by				
Parties present at inspection	Landlord		Agency representative	

Heating Type	Gas		Electricity Storage Heaters		Electricity Wall Mounted		
Location of Boiler							
Location of Carbon Monoxide Alarm							
Location of smoke alarms							
Location of Water tank							
Location of Gas meter*		Key Meter		Key		Debt	
Location of Electric meter*		Key Meter		Key		Debt	

Location of Stop Cock	
Age of Carpets	
Age of Decoration	

* If above a shop/ business, double check that the property has its own separate utility supplies.

Viewing Arrangements	
Available From	

To Be Checked:

Planning	
EICR	
Gas Safety Certificate	
EPC	
Repairs Needed	
Is rent going to someone other than landlord/agent listed on front page? (if yes need their details)	

Brief overview of condition of property	
--	--

Hallway

Item			Condition			Description/ Comments/action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Electrics						Plug Sockets ()
Smoke Alarms						
Cupboard Space						
Additional Items (list any furniture including description & condition)						

Lounge/Living Room

Item			Condition			Description/ Comments/action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics						Plug Sockets ()
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Furniture (list any furniture including description & condition)						Fire Safety Label

Additional Items	
------------------	--

Dining Room

Item			Condition			Description/ Comments/action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics						Plug Sockets ()
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					

Furniture (list any furniture including description & condition)		Fire Safety Label	
Additional Items			

Kitchen

Item			Condition			Description/ Comments/ action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Lino					
	Tiled					
	Laminate					
	Carpet					
Windows	Single Glazed					
	Double Glazed					
Electrics						Sockets ()
Kitchen Units						
Worktops						
Sink*						* Check Under Sink
Oven	Gas					

	Electric					
Hob	Gas					
	Electric					
Extractor						
Fire Safety						
Fridge/Freezer						
Washing machine				Tumble dryer		Dishwasher
Additional items (list any furniture including description & condition)						

Stairs and landing

Item			Condition			Description/ Comments/ action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					

Electrics				Plug Sockets ()	
Smoke Alarm	Yes		No		
Bannister					
Additional Items (list any furniture including description & condition)					

Bedroom 1
Front Middle ☐ Rear
Double**Single**

Item			Condition			Description/ Comments/ action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					

Electrics						Plug Sockets ()
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Furniture	Bed					Fire Safety Label
	Mattress					
	Wardrobe					
	Drawers					
Additional Items (list any furniture including description & condition)						

Bedroom 2**Front**☐**Middle****Rear X****Double X****Single**☐

Item			Condition			Description/ Comments/ action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					

Electrics						Plug Sockets ()
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Furniture	Bed					Fire Safety Label
	Mattress					
	Wardrobe					
	Drawers					
Additional Items (list any furniture including description & condition)						

Bedroom 3
Front ☐ **Middle** ☐ **Rear** ☐
Double ☐ **Single** ☐

Item			Condition			Description/ Comments/ action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					

	Double Glazed					
Electrics						Plug Sockets ()
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Furniture	Bed					Fire Safety Label
	Mattress					
	Wardrobe					
	Drawers					
Additional Items (list any furniture including description & condition)						

Bedroom 4Front ☐ Middle ☐ Rear ☐Double ☐ Single ☐

Item		Condition			Description/ Comments/ action required
		Good	Fair	Poor	
Walls/Ceiling					
Doors					
Floor Coverings	Carpet				
	Tiled				
	Laminate				
Windows	Single Glazed				

	Double Glazed					
Electrics						Plug Sockets ()
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Furniture	Bed					Fire Safety Label
	Mattress					
	Wardrobe					
	Drawers					
Additional Items (list any furniture including description & condition)						

Bathroom 1

Item			Condition			Description/ Comments/ action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Lino					
	Tiled					
	Laminate					

Windows	Single Glazed					
	Double Glazed					
Electrics						Plug Sockets ()
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Extractor/ Ventilation						
Bath						
Shower						
Basin						
WC						
Additional (list any extras e.g mirrors, cupboards etc)						

Bathroom 2

Item			Condition			Description/ Comments/ action required
			Good	Fair	Poor	
Walls/Ceiling						
Doors						
Floor Coverings	Carpet					
	Lino					
	Tiled					

	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics						Plug Sockets ()
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Extractor/ Ventilation						
Bath						
Shower						
Basin						
WC						
Additional (list any extras e.g. mirrors, cupboards etc)						

It is illegal to let a property without supplying a valid gas safety certificate. Certificates must be provided to Reading Borough Council.

All properties must have a valid Energy Performance Certificate which again must be provided to Reading Borough Council.

Landlords / Lettings Agents must not supply tenants with keys to the property, or sign a tenancy agreement, before the Guaranteed Rent Agreement or Deposit Guarantee Agreement is signed.

Landlords / Letting Agents must be available to attend a sign up meeting arranged by RBC.

Please note that rent is paid directly to the Landlord in advance for RGS and in arrears for DGS.

Reading Borough Council reserves the right not to allow a sign up to continue if:

- a) Recommended repairs/ works have not been completed in the property
- b) A valid gas safety certificate has not been received
- c) A valid Energy Performance Certificate has not been received
- d) It has not been possible to verify that Planning / Building Control consents have been obtained for the property.

Open Inventory

I confirm that the opening schedule of condition is a true reflection of the state of the property.

I acknowledge that in order for this property to be accepted onto the Rent Guarantee Scheme, it is necessary to carry out the work stipulated above.

I understand that if the work is not done, the property will not be accepted onto the Rent Guarantee Scheme. Please tick ☐

Smoke Alarms and Carbon Monoxide Alarms

All smoke alarms and carbon monoxide alarms have been tested today via the test button by an Officer of Reading Borough Council and the alarm sound was heard.

Reading Borough Council	Signed:
	Print Name:
	Date:

Note to Tenant

PLEASE CHECK THIS INVENTORY THOROUGHLY AND RETURN IT TO THE COUNCIL IF YOU THINK WE SHOULD MAKE ANY CHANGES WITHIN 7 DAYS OF THE SIGN UP.

Please check this inventory through when you move in to the property. This inventory records the condition of the property when you moved in. It will be used when you move out to check if there is any damage to the property beyond fair wear and tear.

If you wish to make any changes they must be marked on the Inventory and returned to the Council within 7 days of you signing up to the property.

If we do not hear from you within 7 days we will assume that that you agree with the Inventory.

If the landlord makes a claim at the end of the tenancy for something that you noticed was damaged when you moved in, but you did not make sure this was noted on the inventory, you will have no evidence to dispute the claim.

Landlord/ Letting Agent	Signed:	Date	
	Print Name:		
Reading Borough Council	Signed	Date	
	Signed:		
	Print name		
	Print Name:		

Rent Guarantee Scheme Landlord/ Supplier Information



Please fill out the below form as directed and attach evidence of proof of bank details for supplier set up.

Supplier Name(s):	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Town or City:	
County:	
Postcode:	
Country:	
Main Contact Number (No Spaces):	
Main Contact email:	
Remittance email:	
Name of Bank:	
Is Bank UK or International?	
Account number (8 digits):	
Sort Code	-- --
<u>Please attach proof of Bank details in PDF/JPEG format.</u> (This can be a bank statement with transactions blanked out Please note this MUST include same bank details as supplied above)	

By completing this form, you are confirming that the above information is correct, and will update the Rent Guarantee Scheme if any of the above information changes.

HNDPROP**Ref****Prop F3****Initial Inspection for HMOs**

RGS Address of property	
Licensed? *3 or more storeys with 5 or more occupants.	
License Displayed?	

Landlord/Agent	
Telephone Number	
Email Address	
Address	

Date of inspection				
Carried out by				
Video Date				
Parties present at inspection	Landlord		Agency representative	

Heating Type *	Gas		Electricity Storage Heaters		Electricity Wall Mounted	
Location of Boiler						
Location(s) of Carbon Monoxide Alarm(s)						
Location of Water tank						
Location of Gas meter		Key Meter		Key		Debt
Location of Electric meter		Key Meter		Key		Debt
Water Meter/Stop Cock						

*The above should be located in common parts of the house. If not, should be a separate meter for each letting. OR Landlord to pay utility bills and recharge tenants in the rent.

Viewing Arrangements	
Available From	

To Be Checked:

Any EHO concerns ie. Damp/mould/fire safety/overcrowding/ cold/heat/security...	
Gas Safety Certificate	
EICR	
Repairs Needed	

General Notes (i.e. Lift, parking arrangements, outside areas, sufficient waste disposal)	
--	--

Communal Hallway - Not to be videoed

Item			Condition			Comments/action required
			Good	Fair	Poor	
Front Door * (All final exit doors should open without the use of a key)						
Walls/Ceiling						
Floor Coverings *	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics/Lights						
Heating	Radiator					
	Electric storage					
	* Electric wall mounted					
Full fire alarm system with central control panel (for 3 storeys or more) Lacors guidance suggests this for fewer storeys			Fire extinguisher (where applicable - should be wall hung)			
Hard Wired Smoke Alarms						
Emergency Lighting			Yes		No	
Hallway clear from obstruction			Yes		No	
Additional Items						

Communal Lounge/Living Room - Not to be videoed

Item			Condition			Comments/action required
			Good	Fair	Poor	
Doors						
Walls/Ceiling						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics/Lights						Plug Sockets ()
Heating	Radiator					*(negotiate rent reduction)
	Electric storage					
	* Electric wall mounted					
Furniture	Yes					
	No					
Hard wired smoke alarm			Yes		No	
Additional Items						

Communal Dining Room - Not to be videoed

Item			Condition			Comments/action required		
			Good	Fair	Poor			
Doors								
Walls/Ceiling								
Floor Coverings	Carpet							
	Tiled							
	Laminate							
Windows	Single Glazed							
	Double Glazed							
Electrics/Lights						Plug Sockets ()		
-Heating	Radiator					*(Negotiate rent reduction)		
	Electric storage							
	* Electric wall mounted							
Furniture	Yes					Furniture Safety Labels		
	No							
Hard wired smoke alarm (not needed if dining room is in kitchen area)			Yes		No			
Additional Items								

Communal Kitchen - Not to be videoed (if in room, ensure enough space and worktop)

Item			Condition			Comments/ action required		
			Good	Fair	Poor			
Fire Door								
Walls/Ceiling								
Floor Coverings	Lino							
	Tiled							
	Laminate							
	Carpet							
Windows	Single Glazed							
	Double Glazed							
Electrics/Lights						Sockets ()		
Kitchen Units								
Worktops								
Sink*						* Check Under Sink		
Oven *	Gas					* One cooker for every 3 persons (addition of microwave for 3+)		
	Electric							
Hob	Gas							
	Electric							
Extractor								
Fridge				Freezer			Microwave	
Washing machine				Tumble dryer			Dishwasher	

Heat detector	Yes		No	
Fire Extinguisher	Yes		No	Powder (type is appropriate for kitchens)
Fire Blanket	Yes		No	
Additional items				

Communal Stairs and landing - not to be videoed

Item			Condition			Comments/action required
			Good	Fair	Poor	
Doors						
Walls/Ceiling						
Floor Coverings *	Carpet					*ensure these are safe
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics/Lights						Plug Sockets ()
Bannister						
Full fire alarm system with central control panel (for 3 storeys or more) Lacors guidance suggests this for fewer storeys			Fire extinguisher (where applicable - should be wall hung)			
Hard Wired Smoke Alarms						
Emergency Lighting			Yes		No	
Hallway clear from obstruction			Yes		No	

Additional Items	
------------------	--

Bedroom 1 () Age of Carpet Age of Decoration

Item			Condition			Comments/action required		
			Good	Fair	Poor			
Fire Door								
Hard wired smoke alarm								
Walls/Ceiling								
Floor Coverings	Carpet							
	Tiled							
	Laminate							
Windows	Single Glazed							
	Double Glazed							
Electrics/Lights						Plug Sockets ()		
Heating	Radiator					*(negotiate rent reduction)		
	Electric storage							
	* Electric wall mounted							
Furniture	Bed						Fire Safety Label	
	Mattress							
	Wardrobe							

	Drawers				
	Chair				
	Bedside table				
Additional Items					

Bedroom 2 () Age of Carpet
Age of Decoration

Item			Condition			Comments/action required
			Good	Fair	Poor	
Fire Door						
Hard wired smoke alarm						
Walls/Ceiling						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics/Lights						Plug Sockets ()
Heating	Radiator					*(negotiate rent reduction)
	Electric storage					
	* Electric wall mounted					
Furniture	Bed					Fire Safety Label
	Mattress					

	Wardrobe				
	Drawers				
	Chair				
	Bedside table				
Additional Items					

Bedroom 3 () Age of Carpet
Age of Decoration

Item			Condition			Comments/action required
			Good	Fair	Poor	
Fire Door						
Hard wired smoke alarm						
Walls/Ceiling						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics/Lights						Plug Sockets ()
Heating	Radiator					*(negotiate rent reduction)
	Electric storage					
	* Electric wall mounted					
Furniture	Bed					Fire Safety Label

	Mattress				
	Wardrobe				
	Drawers				
	Chair				
	Bedside table				
Additional Items					

Bedroom 4 () Age of Carpet

Age of Decoration

Item			Condition			Comments/action required
			Good	Fair	Poor	
Fire Door						
Hard wired smoke alarm						
Walls/Ceiling						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics/Lights						Plug Sockets ()
Heating	Radiator					*(negotiate rent reduction)
	Electric storage					
	* Electric wall mounted					

Furniture	Bed			Fire Safety Label	
	Mattress				
	Wardrobe				
	Drawers				
	Chair				
	Bedside table				
Additional Items					

Bedroom 5 () Age of Carpet Age of Decoration

Item			Condition			Comments/action required
			Good	Fair	Poor	
Fire Door						
Hard wired smoke alarm						
Walls/Ceiling						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics/Lights						Plug Sockets ()
Heating	Radiator					*(negotiate rent reduction)
	Electric storage					

	* Electric wall mounted					
Furniture	Bed		Fire Safety Label			
	Mattress					
	Wardrobe					
	Drawers					
	Chair					
	Bedside table					
Additional Items						

Bedroom 6 () Age of Carpet**Age of Decoration**

Item			Condition			Comments/action required		
			Good	Fair	Poor			
Fire Door								
Hard wired smoke alarm								
Walls/Ceiling								
Floor Coverings	Carpet							
	Tiled							
	Laminate							
Windows	Single Glazed							
	Double Glazed							
Electrics/Lights						Plug Sockets ()		
Heating	Radiator					*(negotiate rent reduction)		
	Electric storage							
	* Electric wall mounted							
Furniture	Bed					Fire Safety Label		
	Mattress							
	Wardrobe							
	Drawers							
	Chair							
	Bedside table							
Additional Items								

Communal Bathroom 1 - not to be videoed

Item			Condition			Comments/action required
			Good	Fair	Poor	
Doors						
Walls/Ceiling						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Heating	Radiator					*(negotiate rent reduction)
	Electric storage					
	* Electric wall mounted					
Extractor/ Ventilation						
Bath						
Shower						
Basin						
WC						

Additional (mirrors, cupboards etc)	
--	--

Communal Bathroom 2 - not to be videoed (HMOs with 6-10 persons must have 2 bathrooms containing bath/shower & 2 separate WCs with wash hand basins)

Item			Condition			Comments/action required
			Good	Fair	Poor	
Doors						
Walls/Ceiling						
Floor Coverings	Carpet					
	Tiled					
	Laminate					
Windows	Single Glazed					
	Double Glazed					
Electrics/Lights						
Heating	Radiator					*(negotiate rent reduction)
	Electric storage					
	* Electric wall mounted					
Extractor/ Ventilation						
Bath						
Shower						

Basin	
WC	
Additional (mirrors, cupboards etc)	

I confirm that as the manager of this property, I understand my obligations. These include (but are not exhaustive):

- The manager must ensure that means of escape from fire such as the escape route should be kept free from obstruction and maintained in good order and repair.
- Fire fighting equipment, fire alarm systems and emergency lighting systems (where applicable), are to be maintained and in good working order.
- Gas and electrical supplies and installations should be maintained in good working order and in constant supply.
- Fixed electrical installation must be inspected and tested at least every 5 years by a qualified and competent electrician and a certificate to be obtained, which may be requested for by the Council.
- Any portable appliance should be PAT tested annually or at a change of tenancy by a competent electrician.

It is illegal to let a property without supplying a valid gas safety certificate. Certificates must be provided to Reading Borough Council.

Landlords / Lettings Agents must not supply tenants with keys to the property, or sign a tenancy agreement, before the Guaranteed Rent Agreement or Deposit Guarantee Agreement is signed.

Landlords/ Letting Agents must be available to attend a sign up meeting arranged by RBC.

For Rooms in shared houses, Reading Borough Council will only guarantee the deposit for the Room. Communal areas are not covered under the Rent Guarantee Scheme.

Please note that rent is paid directly to the Landlord in advance for RGS and in arrears for DGS.

Reading Borough Council reserves the right not to allow a sign up to continue if:

- e) Recommended repairs/ works have not been completed in the property
- f) A valid gas safety certificate has not been received

I confirm that the opening schedule of condition is a true reflection of the state of the property and is a visual inspection only.

I acknowledge that in order for this property to be accepted onto the Rent Guarantee Scheme, it is necessary to carry out the work stipulated above. Failing this, I understand that the property will not be accepted onto the Rent Guarantee Scheme.

Reading Borough Council	Signed:	Date	
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	Print Name:		
Landlord/ Letting Agent	Signed:	Date	
	Print Name:		

Rent Guarantee Scheme - Landlord/ Supplier Information

For audit purposes, we need you to confirm your bank details in writing. Please complete this form to ensure that we have your correct contact details and also the correct bank details for paying you the rent. Please note that we cannot accept bank details from a third party.

Please print the form, complete it and sign it before returning it to Rent Guarantee Scheme, Reading Borough Council, Civic Centre, Bridge Street, Reading, RG1 2LU.

Landlord Information

Name of Company, Letting Agent or full Landlord name (including title and first name):	
Registered Company Number: (if applicable)	
Postal address:	
Home phone number:	
Mobile phone number:	
Email address (payment information will be sent via email):	

Bank Details (Rent will be paid into this account)

Name of Bank:	
Name account is in:	
Sort Code:	
Account Number:	

Financial History- Deposit Protection

Have you, your company, partnership or trading entity, its directors, partners and/or owners ever been:

Convicted of (or do you have a hearing pending for) money laundering, fraud or any other financial crime?	YES	NO
Refused membership of any other tenancy deposit protection scheme whether insurance-based or custodial?	YES	NO
Refused a licence to operate a private rented property as required under the Housing Act 2004?	YES	NO

I confirm that the above information is correct, and I will update the Rent Guarantee Scheme if any of the above information changes.

Signed:
Date:

HNDCLAIM

**Rent Guarantee Scheme
Closing Inventory Form**

Inspection Details			
Address	RG		
Rent	£	Deposit Paid	£
Start of Tenancy Date	/ /	End of Tenancy Date	/ /
Present at closing	Landlord / Agent	Tenant / Joint Tenant	
Notice given by	Landlord / Agent	Tenant / Joint Tenant	

Landlord/Agent Contact Details	
Name	
Address	
Office Telephone	
Mobile Number	
Email Address	

Tenant/s Contact Details	
Name	
Telephone	
Email Address	
Forwarding Address	

Hallway	Good	Fair	Poor	Comments / Action required
Walls/Ceiling				
Doors				
Floor Coverings				
Windows				
Electrics				
Additional Items				

Lounge/Living Room	Good	Fair	Poor	Comments / Action required
Walls/Ceiling				
Doors				
Floor Coverings				
Windows				
Electrics				
Additional Items				

Dining Room	Good	Fair	Poor	Comments / Action required
Walls/Ceiling				
Doors				
Floor Coverings				
Windows				
Electrics				
Additional Items				

Kitchen	Good	Fair	Poor	Comments / Action required
Walls/Ceiling				
Doors				
Floor Coverings				
Windows				
Electrics				
Kitchen units				
Worktops				
Sink				
Oven				
Hob				
Extractor				
Fridge/Freezer				
Washing machine				
Additional Items				

Stairs and landing	Good	Fair	Poor	Comments / Action required
Walls/Ceiling				
Doors				
Floor Coverings				
Windows				
Electrics				
Additional Items				

Bedroom 1	Good	Fair	Poor	Comments / Action required	Front / Middle / Rear	Double / Single
Walls/Ceiling						
Doors						
Floor Coverings						
Windows						
Electrics						
Bed						
Mattress						
Wardrobe						
Drawers						
Additional Items						

Bedroom 2	Good	Fair	Poor	Comments / Action required	Front / Middle / Rear	Double / Single
Walls/Ceiling						
Doors						
Floor Coverings						
Windows						
Electrics						
Bed						
Mattress						
Wardrobe						
Drawers						
Additional Items						

Bedroom 3	Good	Fair	Poor	Comments / Action required	Front / Middle / Rear	Double / Single
Walls/Ceiling						
Doors						
Floor Coverings						
Windows						
Electrics						
Bed						
Mattress						
Wardrobe						
Drawers						
Additional Items						

Bedroom 4	Good	Fair	Poor	Comments / Action required	Front / Middle / Rear	Double / Single
Walls/Ceiling						
Doors						
Floor Coverings						
Windows						
Electrics						
Bed						
Mattress						
Wardrobe						
Drawers						
Additional Items						

Bathroom 1	Good	Fair	Poor	Comments / Action required
Walls/Ceiling				
Doors				
Floor Coverings				
Windows				
Electrics				
Bath				
Shower				
Basin				
WC				
Additional Items				

Bathroom 2	Good	Fair	Poor	Comments / Action required
Walls/Ceiling				
Doors				
Floor Coverings				
Windows				
Electrics				
Bath				
Shower				
Basin				
WC				
Additional Items				

Claims to be made / General comments	

Re-let property through scheme		
Yes / No	Reason if No	

Please provide all supporting claim documents (for example invoices and rent statements) within the 20 days of this closing inventory, or the claim will be invalid. This is also written in the Reading Borough Council Rent Guarantee Agreement under section 5.3.

I agree there is no claim to be made. Please tick ☐

I understand as a landlord / agent I have 20 days to submit the claim. Please tick ☐

Landlord/Agent	Signed:	Date	/ /
	Print Name:		

Tenant/s	Signed:	Date	/ /
	Print Name:		

Reading Borough Council	Signed:	Date	/ /
	Print Name:		

Appendix 8 - Fair Wear and Tear Guidelines

Defining 'Fair Wear and Tear'

Background

As stated in the Rent Guarantee Scheme Policy and associated documents, the Guaranteed Deposit is held against loss or damage to a property beyond fair wear and tear.

Legal Definition

A tenancy deposit is not like an insurance policy, which may offer 'full replacement value' or 'new for old' on items which are lost or damaged. The law states that a tenant cannot be held responsible for 'reasonable use of the premises...and the ordinary operation of natural forces (i.e. the passage of time)'.

While this definition is open to a wide variation in interpretation, there are two established legal tenets which may be used for guidance:

1) A landlord is not permitted to use the deposit for 'betterment'.

This means that a landlord cannot expect to replace old with new, or charge for items which were soiled at the start of the tenancy to be cleaned at the end of it.

2) A landlord is not entitled to charge a tenant the full cost of having part of the property, or any fixture 'put back to the condition it was at the start of the tenancy'.

This means that a landlord is only allowed to charge a tenant **a proportion of the full cost** of replacing or fixing an item, depending on a variety of factors.

Fair Wear and Tear makes allowances for:

1) The original age, quality and condition of the item

Landlords are not permitted to replace old with new at a tenant's expense. For example, a landlord may not charge the full cost of replacing a carpet which was not brand new at the beginning of the tenancy, even if the carpet is now in an unusable condition.

2) Depreciation

In the case of a carpet which was not brand new at the start of the tenancy, and which has been left in a unusable condition by the tenants, the amount chargeable by the landlord towards the cost of replacement depends on calculating depreciation.

For example, a £500 carpet in a family property might be expected to last for five years. Tenants moved in when the carpet was brand new, and lived in the property for two years. When they left, the carpet was so damaged that it had to be replaced. They were required to pay £300 from their deposit towards the cost of the carpet, which was calculated as follows:

- a Cost of similar replacement carpet: £500
- b Anticipated life of carpet: 5 years
- c Depreciation of carpet per year: $a / b = £100$ per year
- d Duration of tenancy: 2 years
- e Total payable for ruined carpet: $c \times (b - d) = £300$

Examples of life expectancy for floor coverings

Carpet

	Ordinary Quality	Superior Quality
Family Occupancy	5 years	10 years
Single/couple occupancy	7 years	12 years

Laminate Flooring

	Ordinary Quality	Superior Quality
Family Occupancy	5 years	10 years
Single/couple occupancy	7 years	12 years

Examples of life expectancy for wall surfaces

Painted Walls

	Non-smokers	Smokers
Family Occupancy	3 years	2 years
Single/couple occupancy	5 years	3 years

Wallpapered Walls

	Non-Smokers	Smokers
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Family Occupancy	3 years	3 years
Single/couple occupancy	5 years	3 years

Rent Guarantee Scheme policy on life expectancy

These examples are provided as industry standards. For ease of understanding and application, the Rent Guarantee Scheme applies a life expectancy of **5 years** for all items and does not discriminate between properties tenanted by smokers and non-smokers. This corresponds with industry best practice in line with standards applied by government-approved Tenancy Deposit protection Schemes.

3) The reasonable expected usage of the item

The landlord must make allowances for normal living and the effect this will have on a property over time, especially in long tenancies.

4) The number and type of occupants in the property

Tenants with children and pets, and tenants who smoke, will put additional strain on a property during the tenancy. Assuming that children, pets and smoking are permitted by the tenancy agreement, 'fair wear and tear' must take into account a reasonable amount of extra wear to the property caused by the normal everyday life of these tenants. This wear can still be considered to be 'fair' and therefore a deposit claim may not be appropriate.

The length of the tenant's occupancy

How long the tenancy has lasted obviously makes a difference to the depreciation calculation. A carpet which might be expected to last five years, and which was already two years old at the beginning of a three year tenancy, may not be claimed for even if the tenants have caused severe damage to it. This is because it could reasonably be expected that the carpet should be replaced after five years.

Stipulations made in Tenancy Agreements

Many tenancy agreements confirm the level of cleaning required at the end of the tenancy. For example, if a carpet was freshly steam cleaned at the beginning of the tenancy, and the contract stipulates that it must be cleaned at the end of the tenancy, then the landlord is able to make a charge on the tenancy deposit if steam cleaning has not been carried out. Tenancy agreements also commonly require the dry cleaning of soft furnishings such as curtains. This type of cleaning is accepted by the tenant when they sign the tenancy agreement and should be anticipated as a charge if they do not complete it.

Deciding what is 'fair wear and tear' and what is chargeable damage on the Rent Guarantee Scheme

There is clearly some room for individual opinion within the guidelines provided here, and this is for the landlord, the tenant and the Rent Guarantee Scheme officer to negotiate at the Closing Inventory. For this reason, it is very important that all parties are in attendance when a tenancy is formally ended. The vast majority of tenancies end with the landlord, the tenant and the RGS satisfied that the principles of fair wear and tear have been fairly applied and where each party agrees with the amount of deposit, if any, which has been claimed.

In the few cases where agreement cannot be reached, the Rent Guarantee Scheme officer will have the final say regarding items which can be claimed for, and how much, and items which constitute fair wear and tear. Both landlord and tenant may request a review should they remain unwilling to abide by the decision made.

Some examples of fair wear and tear vs. chargeable damage

Item	Fair Wear and Tear	Chargeable Damage
Painted walls	Scuffs, fingermarks	Multiple nail or pin holes, chips or dents. Repainted a different colour without authorization.
Wallpapered walls	Minor scuffs, fading caused by sunlight	Tears, dents
Curtains/nets/blinds	Discolouration and fading caused by sunlight	Burns, stains, tears, broken mechanism
Carpet	Fading caused by sunlight	Burns, stains, tears
Laminate Flooring*	Nicks, minor dents and surface scuffs, loose trim	Drag marks, deep scratches or scrapes, stains, burns, missing trim
White Goods	Discolouration due to	Damage caused by

	sunlight, fading of printing due to cleaning, limescale	misuse, missing shelves or turntables
Kitchen Units and Worktops	Light scratches, fading/watermarks around taps, loose handles, misalignment of drawers and cupboard doors	Burn marks, 'lifting' of laminate due to water damage, missing handles or hinges
Tiled floors and walls	Minor scuffs and loose whole tiles	Chipped, broken or missing tiles
Windows	Condensation between panes, broken sash cords	Broken or cracked glass, bent hinges
Showers	Wear of electrical components (average lifespan of electric shower = 4 years)	Broken or missing shower head or hose
Electric sockets	Loose screws, scuffs	Broken socket covers

*Laminate flooring comes in several different qualities. Some kinds are not suitable for use in areas of heavy traffic i.e hallways. Some kinds are not suitable for use in areas where contact with water is inevitable i.e. bathrooms and kitchens. Damage caused by normal use of inappropriate flooring should not be charged to the tenant i.e. 'lifting' at joints due to water penetration in bathrooms, or wear through the top surface of the laminate in hallways.
