



Rent Deposit Guarantee Scheme (RDGS) Applicant Agreement

This agreement is made between North Lanarkshire Council

and

.....
("The Applicant")

On

North Lanarkshire Council agrees:

- (1) to issue a rent deposit guarantee to the applicant's landlord
- (2) to support the applicant in settling in to their accommodation, and continue to offer regular support over the six month rent deposit guarantee period
- (3) to treat all information relating to the applicant in confidence

In return the applicant acknowledges that the decision to accept any tenancy offered is theirs alone and agrees:

- (1) to keep to the terms and conditions of the tenancy agreement including:
 - a) paying the rent and other charges (eg, gas and electricity) on time
 - b) if sharing facilities, treating others as they would wish to be treated
 - c) giving the required notice if they wish to leave the accommodation
- (2) to claim Local Housing Allowance (LHA) at the beginning of the tenancy and do everything necessary to ensure continued payment of LHA, including promptly supplying all necessary documentation and information required by the housing benefit service.
- (3) to authorise North Lanarkshire Council to inform the landlord of the progress of any LHA claim. Such authority will remain as long as LHA is claimable by the applicant.
- (4) to pay all charges not covered by LHA as necessary.
- (5) to keep North Lanarkshire Council informed of any changes in circumstances which may affect the tenancy. Any changes in circumstances affecting the ability to pay rent (eg employment, training, etc) should be discussed with North Lanarkshire Council.
- (6) to agree the inventory with the landlord and North Lanarkshire Council prior to signing the tenancy agreement and to allow access to the accommodation at any reasonable time for North Lanarkshire Council to satisfy itself that the inventory is accurate or to investigate a claim made by the landlord.
- (7) to engage with North Lanarkshire Council support staff as appropriate, respond to enquiries and keep appointments

- (8) to save towards their own rent deposit by using any local savings scheme or credit union.
- (9) to notify North Lanarkshire Council as soon as the tenancy ends or as soon as notice to terminate the tenancy is served, whichever is the earlier.
- (10) that even though North Lanarkshire Council has given a guarantee, the applicant is
 - a) solely responsible for any loss or damage to the property caused by act or neglect of themselves or their visitors
 - b) North Lanarkshire Council will only indemnify the landlord against any loss or damage subject to the conditions of and only up to the value of the guarantee bond, and that North Lanarkshire Council has no further liability for any amount over this level.
- (11) that North Lanarkshire Council may recharge the applicant for any payments made to the landlord if there is a claim on the rent deposit guarantee. If a claim is made by the landlord the applicant will be disqualified from any further consideration or assistance from North Lanarkshire Rent Deposit Guarantee Scheme. Any decision made by North Lanarkshire Council on what monies shall be paid shall be final and binding
- (12) that:
 - a) North Lanarkshire Council has given no warranty or representation as to the state or condition of any property, in particular as to whether the property has adequate fire precautions or adequate means of escape in case of fire or other emergency, or as to its suitability as residential accommodation
 - b) North Lanarkshire Council is not responsible for any default by the landlord in performing the terms of the tenancy agreement

This agreement sets out the entire agreement between North Lanarkshire Council and the applicant. No obligation on the part of North Lanarkshire Council shall be implied into this agreement. No representation or warranty is made or given by North Lanarkshire Council and no duty of care shall exist or arise between North Lanarkshire Council and the applicant in relation to the suitability or otherwise of any landlord or of any accommodation taken up by the applicant.

I understand and agree these terms.

Signed..... (applicant)

Date:.....

Witnessed by
 (for and on behalf of North Lanarkshire Council)

Date:.....