



Rent Deposit Guarantee Scheme (RDGS)
Minute of Agreement

between

North Lanarkshire Council

Address

..... Post code.....

(“the Council”)

and

Landlord name.....

Address

..... Post code.....

Landlords Registration Number.....

(“the landlord”)

In respect of the landlord’s let to

Name of tenant(s)

.....

(“the tenant/s”)

of the property known as and forming

Address of property

.....

..... Post code.....

(“the property”)

, the terms of which let are contained in a written tenancy agreement, a copy of which will be delivered by the landlord to North Lanarkshire Council within 14 days of a written request by the Council. The tenancy agreement must be one to which Section 13 of the Housing (Scotland) Act 2006 applies.

The landlord and the Council hereby agree as follows

The Council agrees to use reasonable endeavours to:

- (1) ensure that the tenant(s) are encouraged and assisted to provide all the necessary information to the Private Sector Housing Benefit Section to enable any claim for Local Housing Allowance (LHA) to be processed.
- (2) provide a guarantee bond (“bond”) on behalf of the tenant(s) in lieu of the tenant(s) providing a deposit to the landlord. The bond will indemnify the landlord up to a maximum level of £ (insert bond amount) in the event that the tenant(s)
 - leaves the property and terminates the tenancy without giving notice in terms of the tenancy agreement for rent due in respect of the said period of the notice (for the avoidance of doubt no rent arrears due for the period prior to notice period will be indemnified)
 - the reasonable expenses incurred to reinstate the property to the same condition as existed at commencement of the lease, fair wear and tear excepted, but only in the event that the claim is not covered by insurance arranged by the landlord for any insured risks.
- (3) help the tenant(s) in maintaining their tenancy by offering and where appropriate providing support (provided that the landlord acknowledges that this is dependent on the availability of support workers and the co-operation of the tenant(s));

The landlord agrees that:

- (1) the decision to let the property to the tenant(s) is theirs alone and that the Council gives no warranty or makes no representations as to the suitability of the tenant(s), the conduct, past or present of the tenant(s), or the credit worthiness or financial standing of the tenant(s);
- (2) he/she is registered as a landlord with the landlord registration service of the Council and furthermore the landlord holds any required licence relating to multiple occupancy, all in terms of the Private Rented Housing (Scotland) Act 2011.
- (3) to the best of their knowledge and belief there are no legal proceedings proposed which may relate to the landlord’s possession or ownership of the property;
- (4) the property is not under offer of sale or been sold and the landlord is the registered owner or proprietor of the property in terms of the property title
- (5) where the property is mortgaged, the mortgage lender has given their written permission for the property to be let and such written permission will be produced to the Council within 14 days of the written request by the Council;

- (6) there are up to date valid gas and electrical safety certificates for the property issued by respectively an authorised Gas Safe engineer or qualified electrician;
- (7) the property is in good and tenable condition and repair and meets the repairing standard laid down in Section 13 of the Housing (Scotland) Act 2006 at the start of the tenancy and at all times throughout the tenancy; This includes all building regulations and applicable Fire, Health and Safety requirements, including a requirement for a smoke detection device which complies with building regulations and complies with Guidance issued by Scottish Ministers on the provision for detecting fire and for giving of warning in the event of fire or suspected fire and the property has a current energy performance certificate;
- (9) the property is adequately insured against the normal insurable risks and the landlord undertakes to produce evidence of cover on request by the Council and to produce on request details of any claims made on that cover within 14 days of the date of any written request by the Council. The landlord gives authorisation for the Council to obtain formation from the insurance company regarding the claim;

The landlord further agrees to:

- (1) **accept the guarantee bond in lieu of a deposit from the tenant;**
- (2) ensure that the tenant(s) are fully advised of their rights and responsibilities as tenants;
- (3) rent the property for a minimum period of six months under the RDG scheme and to renew the tenancy for a further period of not less than six months, unless there are compelling reasons provided to the Council not to do so;
- (4) agree the property conditions, and a written inventory with the potential tenant(s) and North Lanarkshire Council prior to the let being agreed;
- (5) provide within 14 days of any written request by the Council the agreed written inventory with the tenant and photographic evidence on the condition of the property at the date of signing the RDG scheme documentation;
- (6) permit the authorised representative of the Council access to the property at any reasonable time to investigate any claim by the landlord under the bond;
- (7) insure the property and its contents and keep the property and contents insured against damage caused by the tenants and normal insurable risks and to claim against any insurance policy whenever it is reasonable to do so; The insurance policy and the payment receipts for that cover will be produced to the Council within 14 days of any written demand by the Council.
- (8) not to object to the tenant making arrangements for the rent to be paid in whole or in part by LHA and to accept such payments in respect of the rent and not to seek to enforce the terms of the tenancy agreement or to charge interest by reason only of the fact that LHA payments in respect of rent payments are received after the date upon which the rent was due to be paid;

- (9) Keep an accurate record of rent received in respect of the tenancy, both by way of any LHA payments and payments by the tenant(s) and to issue receipts for the latter;
- (10) notify the Council within 14 days of the occurrence of potential problems, which include but are not exclusive to the following:
 - (a) any rent arrears;
 - (b) any dispute with the tenant(s);
 - (c) any legal action proposed to be taken;
 - (d) any issue that may pose a risk to the rent deposit bond
 - (e) any application to the Private Rented Housing Panel for determination in terms of Section 22(1) of the Housing (Scotland) Act 2006
 - (f) any referral of the landlord to the fit and proper person panel of the landlord registration service
- (11) notify The Council immediately a notice to quit is served on the tenant or if the tenancy ends, whichever happens first, setting out the circumstances and reasons under which it has ended/will end;
- (12) respond to all enquiries from the Council concerning the tenancy within 14 days of any written request;
- (13) pay the mortgage, if any, on the property on the due date and not to run up arrears.
- (14) instruct annual gas and electricity safety checks from authorised Gas safe and qualified electrical engineers confirming that the property meets the repairing standard

The **repairing standard** is the general quality and letting standard applied to properties in the PRS. A house meets the repairing standard if:

- It is wind and watertight and in all other respects is reasonably fit for human habitation.
- The structure and exterior of the house (including drains, gutters and external pipes) are in reasonable state of repair and in proper working order.
- The installations in the house for the supply of water, gas and electricity and for sanitation, space heating and heating water are in a reasonable state of repair and in proper working order.
- Any fixtures, fittings and appliances provided by the landlord under the tenancy are in a reasonable state of repair and in proper working order.
- Any furnishings provided by the landlord under the tenancy are capable of being used safely for the purpose for which they were designed, and
- The house has satisfactory provision for detecting fires and for giving warning in the event of fire or suspected fire.

Termination

This agreement shall be terminated and any undertaking shall lapse if

- (1) the landlord disposes of the property by sale or otherwise;
- (2) any information given by the landlord is found to be inaccurate in a material way;
- (3) the landlord commits any act of harassment or illegal eviction;
- (4) the landlord is in breach of any terms or obligations under this agreement.
- (5) the landlord is deregistered under the landlord registration system
- (6) the landlord is found by a Private Rented Housing Committee to have failed to comply with a Repairing Standard Enforcement Order

If this agreement terminates then any right of a landlord to receive indemnity under the bond will also terminate.

North Lanarkshire Council Housing and Social Work Services shall inform the landlord and tenant(s) in writing of its decision to terminate the agreement.

Notices

Any notice to North Lanarkshire Council or the landlord under this agreement shall be sent to the Area Housing Manger

at

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This agreement sets out the entire agreement between North Lanarkshire Council and the landlord. No further obligations on the part of North Lanarkshire Council shall be implied into this agreement.

No representation or warranty is made by North Lanarkshire Council and no duty of care shall exist or arise between North Lanarkshire Council and the landlord in relation to the suitability or otherwise of any tenant to whom the landlord lets the property.

Signed..... Date of signing.....
Landlord

Signed..... Date of signing.....
for and on behalf of North Lanarkshire Council