

LONDON BOROUGH OF LEWISHAM

Bond Guarantee

Important notice to tenants

Tenants must maintain the property in a clean and proper condition throughout the tenancy period. The tenant understands that he/she is fully responsible for any malicious damage or disrepair caused to the property during this tenancy.

Tenants must understand that failure to use the property in a tenant-like manner will impact on their future rehousing options and may lead to prosecution.

Important notice to landlords

Any claim under this agreement must be notified to the Council in writing within four weeks of the tenancy ending and must be supported by reasonable estimates/quotations. Landlords must not commence any remedial work unless previously authorised by Lewisham Council as no claims will be considered retrospectively. This agreement is subject to the regular landlords inspections as part of the tenancy and property management as stated in paragraph 6 of Landlord's obligations. Any repairs or changes to any items on the inventory must be notified to the council in writing. Failure to do so may affect claims under the bond.

Agreement between:

**The Mayor and Burgesses of the London Borough of Lewisham
(hereinafter called 'Lewisham Council')**

and

(hereinafter called "The Landlord")
of :

and

(hereinafter called 'The Tenant')
of

In respect of the property known as:

(hereinafter called "The Property")

AND in respect of a Bond to the value of £..... This is the maximum amount payable to the Landlord under this bond agreement. This is a fixed amount based on the size of the property.

NOW THIS AGREEMENT WITNESSES as follows:

Definitions and Interpretation

Throughout this agreement the following words and expressions shall have the following meanings:

The “**tenant**” means a sole or joint tenant(s) and similarly the “landlord” means sole or joint landlord(s) or landlord’s agent.

“**bond guarantee**” covers malicious damages caused by the tenant and their household to the property or the fixtures and fittings but of these, only cookers, fridges, floor coverings and window coverings are included. It does not cover fair wear and tear, furniture white goods (apart from fridge and cooker), rent arrears, unpaid bills, personal debts to the landlord or damage to communal areas of a property.

“**fair wear and tear**” means unavoidable deterioration in the dwelling and to its fixtures and included fittings resulting from normal use. Consideration will be given to the length of time the property has been let.

1) Lewisham Council’s obligations

- 1 In consideration of the various undertakings and commitments given by the landlord and tenant, subject to provisions as set out below, Lewisham Council guarantees to the landlord the bond payable by Lewisham Council under this agreement, where a claim is made against the bond by the landlord and such a claim is considered by Lewisham Council and deemed valid.
- 2 Lewisham Council agrees to prepare an inventory at the start of the tenancy and agrees the inventory with the landlord and the tenant indicating the state of the dwelling, its fixtures and included fittings.

2) Landlord's obligations

1. The landlord agrees to contact the tenant and the insurance provider to try and resolve matters in the first instance. If a claim is to be made against the bond, the landlord agrees to submit a completed claim form to the Lewisham Landlord Letting Scheme within four weeks of the tenancy terminating. The landlord agrees to specify the details of the claim, providing evidence of the cost of repair or replacement for the items damaged or replaced. The landlord shall use the Lewisham Letting Scheme Claim Form provided with the Lewisham Letting Scheme Landlords Guide Pack.

If the value of any property damaged is greater than the value of the total amount recoverable under the bond from Lewisham Council, the landlord shall be responsible for obtaining any additional monies from the tenant or meeting the cost themselves.

The landlord further agrees to keep any damaged item available for inspection by a Lewisham Letting Scheme Co-ordinator from Lewisham Council.

2. The landlord must have first power and authority to let the property and have obtained all necessary permissions and consents to do so, as well

as the provision of applicable insurance covering a tenanted property.

3. The landlord agrees to provide the property in a good state of repair and decoration ensuring that it has adequate amenities, meets all applicable Fire, Health and Safety requirements and other repair standards and continues to do so throughout the duration of the tenancy. A satisfactory and valid gas safe test certificate and electrical safety certificate must be supplied to show all gas appliances and electrics are in good working order and it is the landlord's responsibility for keeping and maintaining such items.
4. The landlord agrees to respect the tenants rights of quiet enjoyment at all times.
5. The landlord shall notify Lewisham Council of any variations to the terms of the tenancy as soon as possible or within 7 days of becoming aware of it with all appropriate details including any reasons/explanation.
6. The landlord undertakes to inspect the property regularly, but as a minimum four times per year as well as immediately upon service of, or receipt of, notice to end the tenancy. The landlord shall obtain the tenant's signature that this has taken place and any notes and details of any repairs carried out as a result of the visit should be made available upon request.
7. The landlord agrees to notify Lewisham Council in writing of any liability which may arise under this agreement or any relevant change in circumstances as soon as is reasonably practicable and in any event within 7 days of such liability coming to the attention of the landlord.
8. The landlord authorises Lewisham Council to have access to and make any inquiries or receive information on behalf of the landlord regarding any other matter which may assist in the investigation of any allegations which could lead to a claim under the guarantee.
9. On termination of the tenancy the landlord agrees to request of the tenant a forwarding address and agrees to provide details of such forwarding address if requested to do so by Lewisham Council.
10. The landlord agrees that no part of any sums paid by Lewisham Council under this guarantee may be used to pay for unpaid rent, gas, water, electricity, Council Tax, telephone, or any hire-purchase payments incurred by the tenant or any legal costs incurred by the landlord in the recovery of any debt owed by the tenant to him.
11. The landlord will seek through civil remedies against the tenant, where appropriate, to recover any costs for damages or replacement of items and fixtures damaged or missing at the end of the tenancy and, where successful, the landlord agrees to reimburse Lewisham Council part or all of the money paid under the bond scheme.
12. The landlord agrees that Lewisham Council's decision is final and binding in all matters concerning this agreement.

13. The landlord agrees to manage the tenancy and the property effectively and fairly.

3) Landlords entitlement

1. The landlord shall only be entitled to request Payment from Lewisham Council under the Bond guarantee where this is appropriate in the following circumstances, subject to the provision of supporting evidence as requested:
 - a) Where the tenant or members of his household cause malicious damage to the property or to any fixture or fitting being cookers, fridges, floor coverings and window coverings provided under the tenancy, above and beyond reasonable wear and tear.
 - b) If, on termination of the tenancy, items listed in the inventory are missing from the property and the inventory and notification conditions contained in this agreement have been met, even if the tenant has left without providing a forwarding address.
 - c) If the process specified in clause 2.1 of the Landlord's Obligations has been followed.
2. Lewisham Council's liability under the guarantee will terminate automatically, without notice to the landlord, in the following circumstances:
 - a) Four weeks after the tenant has left the property, save in respect of any claims notified to Lewisham Council before then.
 - b) If Lewisham Council is obliged to take enforcement action against the landlord under any statutory powers which Lewisham Council may find it necessary to employ.
 - c) If the landlord and/or the tenant is in breach of any of the terms of this agreement.
 - d) If Lewisham Council pays any money to the landlord as a result of false, or deliberately misleading information given by the landlord or his agents or if the process in clause 2 being the landlords obligations are not followed and the appropriate health and safety or insurance requirements are not in place.
3. Lewisham Council shall not be liable under the guarantee in clause 2.1 in respect of damage to the property or to any fixtures or fittings which is attributable to normal or reasonable wear and tear.

4) Tenant's obligations

1. The tenant is liable for all damage caused whether personally or by any other occupants or visitors. The tenant recognises that, should any claim arise under this guarantee, Lewisham Council reserve the right to recover from the tenant any monetary payments made by the council to the landlord.

2. The tenant(s) will conduct themselves in a tenant like manner and will observe all terms and conditions of the tenancy. The tenant will not damage or cause to be damaged any property which is the subject of the tenancy agreement, nor remove any furniture or fixtures or fittings without prior written permission from the landlord.
3. On vacation of the property the tenant agrees to clear the property of all personal items and to clear and dispose of any rubbish in the correct manner. Any costs incurred by the landlord could be recoverable from the tenant.
4. The tenant agrees to notify the landlord promptly of any defects in the property.
5. The tenant undertakes to agree an inventory of furniture and fittings and fixtures with the landlord and the Lewisham Council at the start of the tenancy, agreeing with them the condition of the items listed. The tenant further agrees to check the inventory upon leaving the property at the end of the tenancy. Any changes which may lead to a claim by the landlord must be notified to the landlord and Lewisham Council.
6. The tenant undertakes to pay for all gas, electricity, water rates, council tax, telephone or hire purchase which are their liability during the period of this agreement, and also agrees that no part of the guarantee may be used for payment of such bills.
7. The tenant will notify the council of any changes in circumstances or any variations to the above agreement as soon as possible.
8. The tenant recognises that, notwithstanding the guarantee, should any claim arise under the guarantee, the council reserve the right to recover from the tenant any payments made to the landlord under the guarantee.
9. The tenant will report to the police any incidents of theft or damage to the landlord's property and where appropriate shall notify the landlord and Lewisham Council.
10. The tenant authorises Lewisham Council to have access to and make enquiries on the tenant (s) behalf regarding any other matter which may assist in the investigation of any allegations. The tenant further authorises Lewisham Council to share with third party agencies working with the Lewisham Council any information held about the tenant, if appropriate and necessary.
11. On termination of the tenancy the tenant authorises Lewisham Council to release a forwarding address to the landlord if the landlord so requests, if such information is in possession of Lewisham Council and Lewisham Council is satisfied that the landlord requests the information to exercise his right to recover any monetary payment made by the landlord that is above and beyond the value of the bond.
12. If Lewisham Council pays any money to the landlord as a result of false or deliberately misleading information given by the tenant, the tenant may be liable to a civil action for recovery of such sums overpaid, and may further render themselves liable to criminal proceedings.

It is hereby declared and agreed :-

As between the parties hereto, and for the avoidance of doubt, that Lewisham Council neither makes gives nor implies any warranty assurance or undertaking whatsoever either:-

to the landlord as to the status and suitability (including financial position and credit-worthiness) or otherwise of the tenant or, to the tenant as to the general or specific suitability structural fitness or condition of the property.

The tenant hereby accepts and confirms that he/she has made or caused to be made, prior to the date hereof, all and any necessary inspections surveys and/or enquiries to satisfy him/herself as to such general or specific suitability structural fitness or condition.

AGREEMENT DATED THIS DAY OF 2012

Signed **Tenant:**

Signed **Landlord or Landlord's agent:**

Signed **On behalf of the London Borough of Lewisham:**