

Rent Deposit Guarantee Scheme Information for Tenants

Who can I contact for more details?

To ask for more details about the Scheme, contact:

Housing
West Berkshire Council Offices
Market Street
Newbury
Berkshire
RG145LD

Telephone: **01635 519530**

Equal Opportunities Statement

The Council's Housing Services will be provided equally to all clients regardless of their race, ethnic origin, religion, sex or sexual orientation, ability, disability and age.



Please note that this is for general guidance only and is not intended to form part of any contract with West Berkshire Council.

You will be asked to sign a contract embodying the detailed Deposit Guarantee Scheme.

West Berkshire Council offers a Rent Deposit Guarantee scheme. The purpose of the scheme is to assist eligible households who do not have access to a deposit, into private rented accommodation. This leaflet seeks to answer questions that eligible households may have about the scheme and to explain how the scheme operates.

IT IS IMPORTANT THAT YOU READ THE LEAFLET CAREFULLY

How the Scheme Works

What is the Rent Deposit Guarantee Scheme?

The Rent Deposit Guarantee Scheme helps to house people into the private rented sector who have no deposit and are on a low income or on benefits. Under the scheme the Council provides a guaranteed deposit of up to six weeks rent to cover damages and/or rent arrears on a property. If any of the deposit is paid to the landlord, the tenant then repays it to the Council.

The Council provides access to these properties but does not manage them. The individual owners manage the properties. The owner of the property enters into a tenancy agreement with the applicant. This is legally binding and commits the applicant to remaining in the property, and paying the rent, for a set period, the minimum of which, is six months

People Who Will Qualify for the Scheme

Housing Options Officers will, in the course of their daily work, identify customers who may benefit from a Rent Deposit Guarantee which will allow them to secure an Assured Shorthold Tenancy that they would otherwise be unable to access due to lack of funds.

If the Landlord wishes to make a claim against the rent deposit guarantee for rent arrears or damage, they will be asked to complete a claim form within 14 days of the end of the tenancy. They will also need to provide rent statements and evidence of what action they have taken to collect rent arrears, or photographs of damage along with quotes for the repairs.

If a claim is received, you will be contacted by the Housing Service, to allow you an opportunity to make representations about the claim. You will be given a timescale within which to respond. The Council cannot accept any representations made after this date, unless there are exceptional circumstances.

The Council will then assess the claim and determine whether it should be paid, either in full or partially. The Council will decide what is reasonable by looking at the age, type and condition of any damaged item. In making a decision, the Council will look at what was written in the Inventory. The Council aims to determine claims within 21 working days of receipt of the claim form.

Once the claim has been determined, an invoice will be raised and sent to you. It is possible to make an arrangement for repayment by instalments if you cannot afford to repay the amount in full. You **MUST** pay any money paid to the landlord from the Rent Deposit Guarantee back to the Council. If necessary court action will be taken by the Council to recover the money

Payment of Housing Benefit

It is the tenant's responsibility to apply for housing benefit, if needed.

From 1st April 2008 all housing benefit will be paid direct to the tenant, on new claims, and it is the responsibility of the tenant to arrange to pay the landlord. The easiest method of payment is by direct debit/standing order from the tenant's bank account into the landlord's bank account. A basic bank account should be opened which enables a direct debit/standing order to be set up.

It is the tenant's responsibility to notify West Berkshire Council Housing Benefit Section, in writing, of any change of circumstances. This means, for instance, changes in your income or number of people living in the property.

The tenant must inform the Housing Benefit Department when he/she leaves the property.

Remember any Housing Benefit overpayment to the landlord caused by the tenant not informing the Council of any changes in their personal circumstances will be recoverable.

Claims Against the Guarantee

What happens if my Landlord Makes a Claim against the Rent Deposit Guarantee?

The Landlord cannot make a claim until the end of the tenancy.

When the tenancy is coming to an end, upon expiry of notice either given by you or served by your Landlord, you should arrange to meet with your Landlord to complete a check-out inventory. This should be on the day that you are leaving.

In order to be considered for a Threshold Loan, the customer must:

- I. **be threatened with homelessness**
- II. **have a prima facie priority need**
- III. **be on a low income, or in receipt of state benefits**
- IV. **have found a property to rent that meets the assessed needs of their household in terms of bedroom size, as established in the housing benefit guidelines**

People Who Will Not Normally Qualify For The Scheme

You will not qualify for a Rent Deposit Guarantee if you do not meet the criteria outlined above, or do meet the criteria but

- You live outside the district and have no local connection
- You have current or former rent arrears and have no agreement in place with your landlord or former landlord to clear their arrears
- You owe the Council money in respect of a previous Threshold Loan, Rent in Advance payment or Rent Deposit Guarantee.

The Tenant's Responsibilities

It is the responsibility of the tenant to comply with the terms of the tenancy agreement.

The tenant must ensure that the landlord supplies them with a rent book from the beginning of the tenancy and/or sets up a separate bank account for the rented property

It is the responsibility of the tenant to pay the rent either from their own income or with the help of housing benefit payments. If you need to make rent payments, it is strongly recommended that you set up a direct debit arrangement with your landlord.

The tenant is responsible for complying with the terms of the tenancy agreement. You should be aware that anti-social behaviour, causing damage to the property and non-payment of rent are not acceptable. If you breach such tenancy clauses, you may be considered to be 'unsuitable to be a tenant' which would affect your chances of being rehoused through the Common Housing Register in the future.

If a tenant wishes to leave the property at the end of the fixed term (the agreed tenancy period) then a months notice, in writing, should be given to the landlord, copied to the Council, to coincide with the end of the fixed term. The tenant must obtain the Landlord's permission in writing if she/he wishes to leave before the end of the fixed term.

The tenant MUST pay any money paid to the landlord from the Rent Deposit Guarantee back to the Council. If necessary, court action will be taken by the Council to recover the money.

If you owe money to the Council as a consequence of a claim against the Rent Deposit Guarantee, it may affect your chances of re-housing through the Common Housing Register while such a debt remains and there is no agreement to pay off this debt.

It is the tenant's responsibility to pay the gas, electricity, telephone, water charges, and council tax. These costs are not covered by the scheme.

The garden / grounds, garden shed, garage attached to the property are the tenant's responsibility and the scheme does not cover any costs relating to damage to these arrears

What is the Occupation Agreement?

Your agreement with your landlord is called an Assured Shorthold Tenancy (AST). The Council will require this for a fixed period (a set period of time), normally of six months, which is then renewable. In some cases, a landlord may agree to issue an agreement for a longer period of time.

After the initial six months the tenancy can be renewed. If a landlord does not wish to renew a tenancy he/she must give the tenant two months notice which should be served on the tenant two months before the end of the fixed term. If the tenant wishes to leave, they can give one months notice which must coincide with the end of the fixed term or after that date.

The landlord can also agree a statutory periodic tenancy, which means that the tenancy runs from month to month and follows on from a fixed term tenancy, and can be ended by the landlord giving two months notice at any point in time. Under this type of tenancy the tenant can give one months notice at any point in time.

The tenant can, if the tenancy is coming to an end, reapply to the Council for rehousing on the Rent Deposit Guarantee Scheme as long as there are no arrears of rent or damage to the property for which no agreement has been made to repay the Council.

