

Tenancy Bond Agreement (Landlord)

THIS AGREEMENT is made on **XXXX**
BETWEEN:

- (1) **EAST HAMPSHIRE DISTRICT COUNCIL**
Penns Place, Petersfield, Hants, GU31 4EX (“the Council”)
- (2) **XXXX** (“the Landlord”)

WHEREAS

- (i) The Council is the local housing authority within the meaning of the Housing Act 1996 (“the Act”).
- (ii) The Landlord has agreed to grant a tenancy agreement (“the Tenancy Agreement”) of **XXXX** (the property) to the Tenant named in the schedule hereto subject to the terms hereinafter set out in this Agreement.

THE PARTIES HEREBY AGREE as follows:

Bond

1. In consideration of the Landlord granting the Tenancy Agreement the Council guarantees that in respect of any action by the Tenant during the term of the Tenancy Agreement which causes the Landlord to suffer losses in respect of:
 - (a) Damage to the Property attributable to the Tenant’s neglect
 - (b) Loss of rent (net of housing benefit payable and excluding any rent allowance restriction or monies recovered from a third party guarantor); or
 - (c) Clearance costs attributable to the Tenant’s neglectit will indemnify the Tenant up to a maximum sum of **£XXXX** subject to the provisos for submitting a claim set out in clauses 9 to 16 inclusive of this Agreement.
2. The maximum sum specified in clause 1 above shall be the Council’s maximum liability to the Landlord in any event and for any reason. The Landlord’s decision to accept a tenant is at the Landlord’s own risk and the Council shall not be liable for any repairs to or management of the Accommodation.

Tenancy

3. The tenancy granted by the Tenancy Agreement must as a minimum be an assured shorthold tenancy of six (6) months.
4. The rent will be charged at £XXXX per calendar month. This rent will be fixed at this rate for a minimum of six (6) months. Any intention to change to the rent charged per calendar month should be notified to the Accommodation Liaison Officer at East Hampshire District Council before the tenant agrees to such change to the assured shorthold tenancy.
5. The Property must at all times during the term of the Tenancy Agreement be free of any serious hazards and (for the avoidance of doubt) as mutually agreeable between the parties or as determined by a third party arbitrator in the case of disagreement.
6. The Landlord shall effect and maintain policies at all material times to insure the Property against loss or damage and any liability arising out of the Tenancy Agreement in respect of loss or injury sustained by the Tenant for such sums as are deemed necessary and, when requested by the Housing Officer, to produce the original policies or other documentary details of such insurances for inspection.
7. The Council shall nominate a Housing Advisor whom the Landlord or Tenant may contact during the term of the Tenancy Period to facilitate the timely resolution of any queries regarding housing benefit entitlement and rent issues or any disputes that arise concerning tenancy issues.
8. If any disputes arise between the Landlord and the Tenant (or any other third parties such as adjoining property owners or tenants) then the Council will, if so requested by any of the parties involved in such dispute, facilitate the matter to a resolution.

Claim at End of Tenancy

9. In the event of the Landlord wishing to lodge a claim in pursuance of this Agreement, the Landlord must notify the Council in writing within 14 days of the Tenant vacating the Property or at the expiry of the Tenancy Agreement whichever shall occur first (and howsoever arising).
10. The Landlord will be eligible to submit a claim in respect of:
 - (i) damage to the property attributable to the Tenant's neglect; or
 - (ii) loss of rent (net of any housing benefit payable and excluding any rent allowance restriction) except, where he has obtained a guarantee for

rent from a third party, the Landlord will only be able to claim for any un-recovered loss of rent ; or

(iii) clearance costs attributable to the Tenant's neglect and for the avoidance of doubt a claim will only be considered up to the maximum sum set out in clause 1 and WILL NOT be considered in respect of the following items:

- (a) unpaid bills;
- (b) personal debts owed by the Tenant to the Landlord;
- (c) damage to communal areas situated either within or otherwise serving the Property; or
- (d) fair wear and tear to the Property

11. Any claim submitted by the Landlord must be in writing and contain full details of the circumstances giving rise to the claim and (where appropriate) include written estimates for undertaking any repair works required to the Property.
12. The Landlord shall allow the Housing Officer or any other officer authorised by the Council access to the Property at all reasonable times, upon giving the Landlord not less than five (5) working days notice, for the purpose of assessing any damage to the Property.
13. The Council shall, in consultation with any letting agent of the Landlord, determine the validity or otherwise of a claim or as determined by a third party arbitrator in the case of disagreement.
14. The Council shall make a determination of the claim within 14 days of its receipt and notify the Landlord in writing accordingly. Where appropriate, the Council will arrange for a Housing Officer or other nominated officer to visit the Property and/or refer to the pre-tenancy inventory to assist with its consideration and evaluation of the claim.
15. If the Council determines the Landlord's claim to be valid then the Landlord may immediately proceed with the carrying out of any repair works and upon completion the Council shall pay the value of the approved claim within 30 days, subject to the Landlord producing relevant receipts for all costs incurred.
16. A claim for loss of rent will only be considered providing the Landlord has issued written notice to the Housing Officer that rent has remained unpaid for seven (7) days in the absence of a prior arrangement.

Claim during Tenancy

17. A Landlord shall only be permitted to make a claim during the term of the Tenancy Agreement, and any continuation as a statutory periodic tenancy for damage caused by the Tenant to the Property (excluding any communal areas) and for no other reason whatsoever, any such claim being submitted and determined in accordance with the provisions of clauses, 11, 12, 13, 14, 15 and 16 above.

Termination

18. This Council may terminate this Agreement in the event if the Landlord:

- (i) commits any offence under the Protection from Eviction Act 1977;
- (ii) is found to have contravened any housing or landlord and tenant legislation or other statutory rule or regulation; or
- (iii) is discovered to have any unspent convictions for fraud dishonesty violence or drug offences or been involved in activities of unlawful discrimination.

18.1 The Council may terminate this agreement forthwith and with no liability whatsoever if at any time the Council considers for any reason whatsoever that the Tenant is not entitled to occupy the Property and without prejudice to the generality of the foregoing the Council may so terminate if it has not received from the Tenant or otherwise what the Council considers to be satisfactory information about the Tenant's circumstances within 28 days of a request by the Council for such information

18.2 It is the Landlords responsibility:

- (i) to provide the Council with a current annual Gas Safety Certificate carried out by a 'Gas Safe' registered engineer;
- (ii) to provide the Council with an energy performance certificate;
- (iii) to install working smoke alarms at least one on each floor, and
- (iv) to supply a mains or battery operated audible Carbon Monoxide (Co) Detector where there is a gas supply before the Tenant moves into the property. Failure to comply with the requirement will result in this bond being deemed void.

19. In the event of a material breach by the Council of its obligations under this Agreement which the Council shall fail to remedy after receiving a 14 day notice in writing from the Landlord specifying the breach and requiring its remedy, then the Landlord may forthwith by notice in writing to the Council terminate this Agreement.

Consequences of Termination

20. In the event of this Agreement being terminated in accordance with clauses 18 or 19 the parties shall cease to have any liability under the provisions of this Agreement, provided always that such termination shall be without prejudice to any other rights and remedies which the parties may possess or those that may have accrued to either party under the terms of this Agreement prior to its termination.

General

21. If the Tenancy Agreement is assigned with the Landlord's consent or is terminated by agreement or by re-entry or disclaimer or otherwise all future liability on the part of the Council under this Agreement shall cease.
22. No amendments to this Agreement shall be binding unless agreed to by the parties and evidenced in writing and signed by the parties.
23. Where there is an inconsistency between the provisions of this Agreement or any amendment thereof and any provision in the Tenancy Agreement, the latter shall prevail.
24. No delay, omission or forbearance by either party hereunder to exercise or enforce any right, power or remedy arising under or in connection with this Agreement shall operate as a waiver of that or any other right power or remedy and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any right power or other remedy.
25. If the performance of this Agreement or any obligations under it is prevented restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it, the party so affected (upon giving prompt notice to the other party) shall be excused from performance to the extent of the prevention, restriction or interference, but the party so affected shall use its best endeavours to avoid or remove the causes of non-performance and shall continue performance under the Agreement with the utmost despatch whenever such causes are removed or diminished.
26. Waiver of a breach of or default under any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect any other terms of this Agreement.

27. If any of the provisions of this Agreement are found by a competent authority to be void or unenforceable it shall be deemed to be deleted from this Agreement and the remaining provisions shall continue to apply. The affected parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision which most nearly achieves the object of the objectionable allegedly void or unenforceable provision to be substituted for the provision found to be void or unenforceable.
28. No party to this Agreement shall assign or transfer or purport to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party.
29. No person who is not a party to this Agreement shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 29.1 Nothing contained in Clause 29 shall affect any right or remedy of any third party which exists or is available other than under the Contracts (Rights of Third Parties) Act 1999.
30. The construction validity and performance of this Agreement shall be governed in all respects by English law and the courts of England.
31. In the case of a Letting Agent signing this agreement on behalf of a landlord the letting agent confirms that they have permission to act on behalf of the landlord.

Disclaimer: EHDC purely act to introduce the Landlord to the Tenant and to provide the Tenant with the Bond/Deposit acting as a damage deposit. The Council will not accept liability for personal injury to or the death of any person or the loss or damage to any property resulting from this Agreement. EHDC is not responsible for managing the tenancy or monitoring the conduct of the Tenant.

It is the Landlords' responsibility to provide EHDC with the following before the tenant moves into the property failure to do this will result in the bond being void;

- a current annual Gas Safety Certificate carried out by a 'Gas Safe' registered engineer;
- an energy performance certificate;
- to install working smoke alarms at least one on each floor; and
- to supply a mains or battery operated audible Carbon Monoxide (Co) Detector where there is a gas supply.

It is the Landlord's/Tenant's responsibility to keep these up to date.

East Hampshire District Council
Penns Place, Petersfield
Hampshire GU31 4EX

In order for EHDC to provide a Bond Agreement a HHSRS –Housing Health and Safety Rating System inspection has to be carried out by a Private Sector Housing Officer (n/a if bond is provided through a letting agent).

Landlord Signature/Agent of Landlord
In the case of a Letting Agent signing this agreement on behalf of a landlord the letting agent confirms that they have permission to act on behalf of the landlord

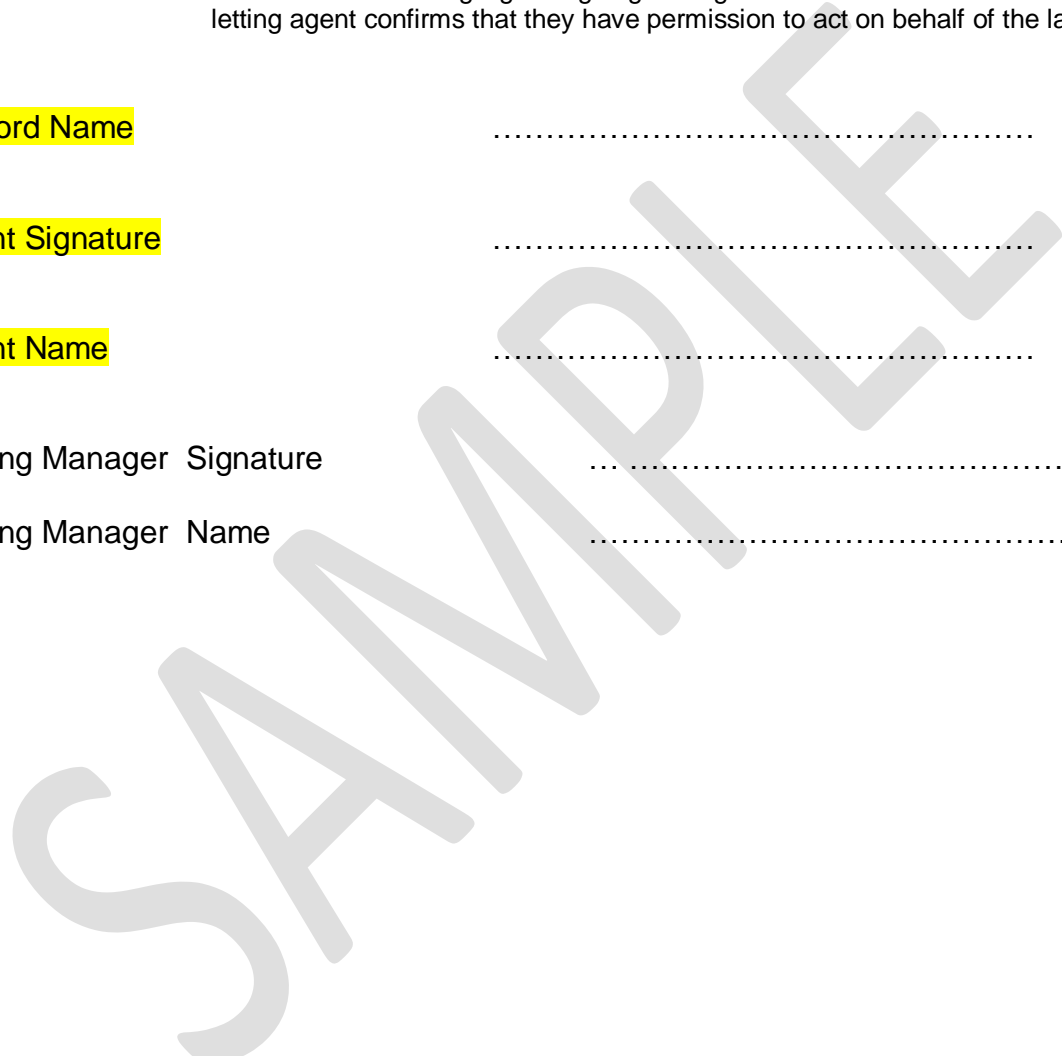
Landlord Name

Tenant Signature

Tenant Name

Housing Manager Signature

Housing Manager Name



Tenancy Bond Agreement (Tenant)

THIS DEED OF INDEMNITY is made on the **XXXX**

BETWEEN:

XXXX (“the Tenant”); and

- (1) EAST HAMPSHIRE DISTRICT COUNCIL**
Penns Place, Petersfield, Hants GU31 4EX (“the Council”)

WHEREAS:

- (i) This Deed is intended to be supplemental to a Tenancy Bond Agreement (“the TBA”) of even date herewith and made between (1) the Council and (“the Landlord”) by which the Council has agreed to be bound to the Landlord in the manner therein provided in respect of a tenancy agreement (“the Tenancy Agreement”) entered into between the Landlord and the Tenant for the property known as **XXXX** (the Property”)

THE PARTIES HEREBY AGREE as follows:

1. If the Council becomes liable under the TBA to reimburse the Landlord for any losses he suffers as a consequence of any action by the Tenant during the term of the Tenancy Agreement in respect of:
 - (a) Damage to the Property;
 - (b) Loss of rent (net of housing benefit payable and excluding any rent allowance restriction or monies recovered from a third party guarantor); or
 - (c) Clearance costs attributable to the Tenant’s neglect

then in such circumstances the Tenant shall indemnify and pay to the Council a sum equal to any monies paid by the Council to the Landlord under the provisions of the TBA provided always that the sum payable under this clause 1 shall not exceed £XXXX

2. In the event of the Council wishing to make a claim against the Tenant in accordance with clause 1 it shall serve written notice on the Tenant giving a fully itemised account of the Council's claim such notice to be served within 28 days of the Council making any payment to the Landlord under the provisions of the TBA
3. The obligations of the Tenant under this Deed shall cease upon termination of the TBA or (in respect of any individual payment made by the Council to the Landlord) if the Council fails to serve notice in accordance with the requirements of clause 2
4. In the event of this Deed ceasing to have effect in accordance with clause 3 the Tenant shall cease to have any liability under the provisions of this Deed provided always that such termination shall be without prejudice to any other rights and remedies which the parties may possess
5. No amendments to this Deed shall be binding unless agreed to by the parties and evidenced in writing and signed by the parties
6. Where there is an inconsistency between the provisions of this Deed or any amendment thereof and any provision in the Tenancy Agreement the latter shall prevail.
7. If the discharge of any of the obligations under this Deed is prevented restricted or interfered with by reason of circumstances beyond the reasonable control of the party obliged to perform it the party so affected (upon giving prompt notice to the other party) shall be excused from performance to the extent of the prevention restriction or interference but the party so affected shall use its best endeavours to avoid or remove the causes of non-performance and shall continue performance under the Deed with the utmost despatch whenever such causes are removed or diminished

8. Waiver of a breach of or default under any of the terms of this Deed does not constitute a waiver of any other breach or default and shall not affect any other terms of this Deed
9. If any of the provisions of this Deed are found by a competent authority to be void or unenforceable it shall be deemed to be deleted from this Deed and the remaining provisions shall continue to apply. The affected parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision which most nearly achieves the object of the objectionable allegedly void or unenforceable provision to be substituted for the provision found to be void or unenforceable
10. No party to this Deed shall assign or transfer or purport to assign or transfer any of its rights or obligations under this Deed without the prior written consent of the other party
11. No person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed
 - 11.1 Nothing contained in Clause 11 shall affect any right or remedy of any third party which exists or is available other than under the Contracts (Rights of Third Parties) Act 1999
12. The construction validity and performance of this Deed shall be governed in all respects by English law and the courts of England
13. In the case of a Letting Agent signing this agreement on behalf of a landlord the letting agent confirms that they have permission to act on behalf of the landlord
14. The tenant hereby confirms that he/she is satisfied with the physical condition of the Property and with the contents of the Property and that he/she has not relied on any information provided by the Council in respect of the Property or its contents.

Disclaimer: EHDC purely act to introduce the Landlord to the Tenant and to provide the Tenant with the Bond/Deposit acting as a damage deposit. The Council will not accept liability for personal injury to or the death of any person or the loss or damage to any property resulting from this Agreement. EHDC is not responsible for managing the tenancy or monitoring the conduct of the Tenant.

It is the Landlords' responsibility to provide EHDC with the following before the tenant moves into the property:

- a current annual Gas Safety Certificate carried out by a 'Gas Safe' registered engineer;
- an energy performance certificate;
- to install working smoke alarms at least one on each floor; and
- to supply a mains or battery operated audible Carbon Monoxide (Co) Detector where there is a gas supply

It is the Landlord's/Tenant's responsibility to keep these up to date.

In order for EHDC to provide a Bond Agreement a HHSRS –Housing Health and Safety Rating System inspection has to be carried out by a Private Sector Housing Officer (n/a if bond is provided through a letting agent)

Landlord Signature/Agent of Landlord

In the case of a Letting Agent signing this agreement on behalf of a landlord the letting agent confirms that they have permission to act on behalf of the landlord

Landlord Name

Tenant Signature

Tenant Name

Housing Manager Signature

Housing Manager Name