SALFORD RENTAL BOND SCHEME GUIDANCE FOR LANDLORDS

Please note: if you have already signed a tenancy agreement and/or moved into the property you will not be considered for the bond.

1. Any property to be considered for a Rental Bond application must be accredited. If the property is not accredited an application must be made to the Landlord Accreditation Scheme (LAS). Whereby a property falls within a designated Selective Licensing Area, the property must hold a valid landlord licence.

2. Once a landlord has agreed with a prospective tenant to secure a property on a bond the tenant must make an application to the rental bond scheme. The tenant will provide proof of acceptance from Salford Rental Bond scheme for the property offered for rent. An assessment for vulnerability will also be carried out, where a tenant is identified as vulnerable a request will be made for direct Local Housing Allowance (LHA) payments to the landlord.

3. The landlord will be required to provide to the Landlord Accreditation Scheme with a copy of the gas safety certificate, periodic electrical inspection report and an Energy Performance Certificate (EPC).

4. In addition the landlord will provide access to the property for a property assessment to be carried out. The Landlord Accreditation Scheme (LAS) aim to carry out the assessment within 5 working days of receiving all required documentation.

5. The landlord confirms that he is the landlord and/or managing agent of the property and that he has all relevant powers and permissions to let the property under the tenancy.

6. The tenancy agreement and any inventory are to be signed and dated by both parties. Copies must be given to the rental bond officer when signing the bond agreement.

7. The tenancy must be intended for a minimum of 18 months. An initial 12 month Assured Shorthold Tenancy (AST) is to be agreed, this can be given in a 12 month AST or 2 x 6 month AST after which a new Assured Shorthold Tenancy (AST) is to be issued unless otherwise directed by the tenant. This must be agreed with the rental bond officer.

8. The bond will be issued to the value of 1 month’s contractual rent and a request will be submitted for direct payment of Local Housing Allowance to the landlord. This will be in place for the initial 6 months of the tenancy after which the Local Housing Allowance (LHA) team will review the case. Any further bonds will be issued to the value of 1 month’s contractual rent as of the date the bond is issued. Eligibility for the bond may be reassessed before any future bond is issued.
9. A landlord can only incentivise the bond at the 12 month anniversary of the contract; intention to make this claim on the funds must be done 2 weeks prior or 2 weeks after the anniversary date. Any claims made outside of this will not be accepted. Payment will be made direct to the landlord.

10. The landlord acknowledges the bond agreement as receipt of the bond provided by Salford Rental Bond scheme on behalf of the tenant. The landlord agrees that any claim for rent lawfully due in arrears (excluding arrears that have accrued due to circumstances as laid out in clause 5.3) and/or uninsured loss or damage to the property and/or contents may be made against the value of the bond by making a claim in writing to the Rental Bond Scheme giving the full details to the satisfaction of the Bond Scheme of the circumstances of the claim in accordance with Clause 5.4.

11. The landlord agrees that, where the tenant’s LHA entitlement is reduced in line with government changes to Housing Benefit being implemented in April 2011, and rent arrears then accruing due to the landlord refusing to lower the rent accordingly, then these arrears cannot be claimed against the value of the bond.

12. The landlord will notify Salford Rental Bond Scheme in writing within 7 days of the tenant accumulating more than two weeks rent arrears at any point during the agreement. If the occurs outside of the agreement period the landlord should inform the Landlord Accreditation Scheme.

13. The landlord will permit access to the property by Salford Rental Bond scheme, its employees, servants or agents at any time during the tenancy upon reasonable notice to allow the scheme to satisfy itself that the inventory is accurate to investigate a claim against the bond by the landlord.

14. The landlord will keep an accurate record of the rent received in respect of the tenancy, including providing a running rental account to the tenant where rent is not paid direct to the landlord by Salford City Council.

15. The landlord will not object to the tenant making any arrangements for the rent to be paid in whole or in part by Salford City Council and will accept those payments in respect of the rent lawfully due.

16. The landlord cannot re-apply for a bond on a property if a bond has previously been issued within the last 48 months unless the tenancy of the previous tenant had been breached. 48 months must expire from the date of issue of a bond before a further application for a bond can be considered.

17. A landlord has no legal right for a property to be considered for a bond. Each application will be considered on its own individual basis.