



All about Rent Choice: Deposit Bond Process



Surrey Heath Rent Choice

When Rent Choice assistance is agreed the Council may issue a Deposit Bond to help a tenant secure the property. A landlord can make a claim against the Deposit Bond at the end of the tenancy to recover any rent arrears or reasonable damage to the property.

Claims against the Deposit Bond can only be made at the end of the tenancy and evidence of the costs being claimed must be provided. All claims against the Deposit Bond must be made within 4 weeks from the date of the tenancy ending.

The Council will not consider claims against the Deposit Bond for administration charges, inventory charges, check-in / check-out costs and lock changes.

The Council will only consider claims up to the value of the Deposit Bond issued.

What to do at the start of the tenancy

It is important for both the landlord and tenant that an inventory of the property is completed at the start of the tenancy. This allows both parties to agree and keep a record of the condition of the property to compare to when the tenancy comes to an end.

The Council recommends that the landlord arrange for a professional inventory clerk to complete the inventory if they are not confident completing it themselves. A professional inventory report guarantees an accurate record of the condition of the property, usually with supporting photographs.

When the Council has provided a Deposit Bond the landlord is required to provide a signed copy of the inventory to the Housing Team within 14 days of the tenancy starting. If this signed inventory is not received within 14 days of the tenancy starting the Deposit Bond will immediately become invalid.

The Council will not complete inventories on behalf of the landlord.

Landlords are encouraged to take out their own insurance at the start of a tenancy as a form of protection for their property and their own peace of mind.

During the tenancy

The Council will complete a property inspection within the first 6 weeks of the tenancy for properties located close to the borough of Surrey Heath for our own records. We do this to check people have settled in well and are not experiencing any initial issues.

We will also carry out a property inspection as part of the Deposit Bond renewal process. If any issues are identified at these property inspections, they will be raised with the tenant and advice given on how to remedy them. We do not compare the property to the original inventory at these visits.

Landlords are encouraged to engage with their tenants during the course of the tenancy to resolve any issues as they develop. Advice can also be sought from the Housing Team if the

landlord is unsure what course of action to pursue. The Council also encourages landlords to complete their own scheduled inspections for their own records.

Deposit Bond Renewal Process

The Deposit Bond is usually issued for a period of 12 months, sometimes less if agreed in advance. Approximately 6 weeks before the expiry of the Deposit Bond the Council will write to the landlord asking for additional information to allow the renewal to take place. The Deposit Bond is only renewed if agreed by all parties and it remains the responsibility of the landlord to request the renewal.

What to do at the end of the tenancy

The landlord is able to claim against the Deposit Bond at the end of the tenancy to cover rent arrears or reasonable damage to the property using the Deposit Bond Claim Form (available on the Council's website).

A signed check out report comparing the condition at the end of the property to the initial inventory is required in all cases.

Any claim must be made within 4 weeks of the tenancy ending and evidence to support the claim must be supplied to the Council. Examples of the type of evidence that is accepted is available on the Council's website.

Evidence of rent arrears would include an up-to-date copy of the tenant's rent account or bank statements from the account that the rent should be paid into.

Any claim being considered for reasonable damage to the property must be able to evidence that the damage occurred during the course of the tenancy. This is why having a detailed and comprehensive inventory showing the condition of the property at the start of the tenancy is so important. Invoices and receipts for paid works would act as suitable evidence.

Claims for things considered to be reasonable wear and tear caused during the course of the tenancy will not be considered.

Deposit Bond claim process

The Lettings Negotiator in the Housing Team will consider each claim on its own merits. Any claim for damage to the property will be considered against the inventory completed at the start of the tenancy.

The Lettings Negotiator may determine that only part of a claim is payable, for example – if a wall requires painting the claim will only cover the cost of painting the damaged wall and not the whole room.

Compensation may be offered for minor damage rather than the whole cost of replacing an item, for example – the cost of a new carpet may not be covered for minor damage (small stains etc.).

Please contact the Housing Solutions Team if you have any further questions regarding the Deposit Bond process.