

Appendix 3 – Supplemental Agreement

THIS SUPPLEMENTAL AGREEMENT is made on 04 June 2019 BETWEEN

- (1) (Name & Address) ('the Landlord')
- (2) (Name & Address) ('the Tenant')

- (3) Gloucester City Council of Herbert Warehouse, The Docks, Gloucester, GL1 2EQ

1 PARTICULARS

- 1.1 **The Tenancy Agreement** — the assured shorthold tenancy agreement for the minimum term of one year made on between the Landlord and the Tenant.
- 1.2 **The Deposit** — £
- 1.3 **The Property** — The residential accommodation known as (ADDRESS).

2 AGREEMENT TO PAY DEPOSIT

The Council in pursuance of its powers as a Local Housing Authority and all other powers enabling it agree with the Landlord and the Tenant to advance the Deposit to the Landlord in accordance with the agreements set out below.

3 AGREEMENTS

The Council and the Tenant and the Landlord agree to observe the requirements of this agreement.

3.1 Payment

The Council will pay the sum stated in the Particulars ('the Deposit'), to the Landlord (or the Agent), to be held by them using a tenancy deposit scheme (in accordance with s.213 Housing Act 2004) to be applied towards the discharge or part discharge of any liability of the Tenant referred to in the Tenancy Agreement. **It is a legal requirement that within 30 days of receiving the Deposit, the Landlord must give both the Tenant and the Council the prescribed information about the scheme being used** (s213 (5) and (6) Housing Act 2004 as amended by s184 (2)(b) Localism Act 2011).

3.2 Use of the Deposit

In the event of any Tenant liability as set out in 3.1 above, the Landlord will contact the Council prior to any contractor being engaged to agree liability, seek quotations and confirm prices.

3.3 Restoration of the Deposit

If the Landlord does apply the Deposit or part of it as authorised above, the Tenant must, at the Landlord's or the Council's written request, pay the Council a further sum to restore the Deposit to the agreed amount stated in the Particulars. **Whilst any such monies are owed, the Tenant will have a housing debt with Gloucester City Council and, in line with Homeseeker Plus Policy Section 9.1, any existing or new Homeseeker Plus application would be suspended.** Should the application of Deposit occur within the tenancy term the sum owed should be restored to the Landlord directly, who should again secure this within the registered scheme and return the full amount as set out in 3.3 below.

3.4 Refund of the Deposit

Subject to the provisions of clauses 3.2 & 3.3 above, the Landlord must return the Deposit or the balance of it to the Council as soon as possible after the end of the Term.

Signed by The Tenant:(Tenant)

Signed by The Landlord:(Landlord/Agent)

Signed on behalf of The Council:(Authorised Signatory)