

Information for Tenants



A Tenant's Guide to my|deposits

Your Landlord or Agent has protected your deposit with **my|deposits**, a government-approved tenancy deposit protection scheme.

This booklet explains:

- Tenancy deposit protection
- How your deposit is protected with **my|deposits**
- How the deposit is returned to you at the end of your tenancy
- How to notify **my|deposits** of a dispute
- The Alternative Dispute Resolution (ADR) process

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What is Tenancy Deposit Protection?

It is common practice for a Landlord, or their Agent, to take a deposit as a safeguard should problems occur during your tenancy and you breach the terms of your contract e.g. your failure to pay rent or if you cause damage to the property.

Since the 6 April 2007 all Landlords and Agents who take deposits from Tenants on residential property in England and Wales under an Assured Shorthold Tenancy (AST) agreement must protect the Tenant's deposit in an authorised deposit protection scheme. The law was introduced to help ensure that Tenants are able to recover their deposit at the end of their tenancy less any amount that the Landlord, or their Agent, can prove a legal entitlement to withhold.

my|deposits is one of three government-authorised deposit protection schemes. Landlords and Agents can join **my|deposits** and pay protection fees to protect deposits. This protection enables them to hold on to deposits for the duration of the AST, and then return any agreed amount to you at the end.

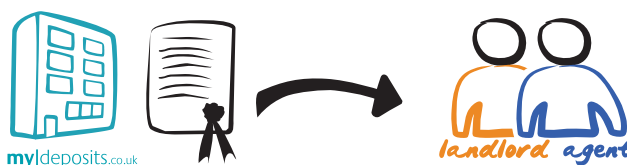
Your Landlord must protect the deposit with an authorised deposit protection scheme within 14 days of receiving the deposit. Failure to do this can result in the following penalties should you decide to take the Landlord to Court:

- Your Landlord will be unable to obtain a Court Order to regain possession of the property (under Section 21 of the Housing Act 1988) unless and until the deposit is protected.
- Your Landlord will be required to either return the deposit to you or to lodge the full amount with the authorised custodial tenancy deposit scheme.
- Your Landlord may be instructed to pay you compensation equal to three times the amount of the deposit within 14 days of a Court Order.

If you are unhappy with the amount of the deposit returned by your Landlord/Agent at the end of the tenancy then you can raise a dispute and make a claim on the disputed deposit amount. The Housing Act 2004 states that the deposit remains the Tenant's money, regardless of the fact that you have handed it to the Landlord/Agent. However, this is subject to any lawful claim the Landlord/Agent may have to the deposit money. The Landlord/Agent should provide evidence as to why any of the deposit amount is being withheld at the end of the tenancy. **my|deposits** offers an Alternative Dispute Resolution (ADR) service should you and your Landlord/Agent be unable to agree the amount of the deposit to be returned to you. If ADR is not agreed to by both parties then the dispute will have to be resolved through the Courts. The onus is on the party refusing to use ADR to initiate court proceedings. There is no cost to the parties for the use of **my|deposits** ADR.

How your deposit is protected with **my|deposits**

Within 14 days of receiving the deposit from you, your Landlord/Agent, must protect the deposit with **my|deposits**. In addition, the Landlord/Agent must provide you with details of the authorised scheme under which the deposit is protected and what to do if there is a dispute regarding the amount of the deposit to be returned to you at the end of the tenancy. **my|deposits** provides proof of the deposit protection in the form of a Deposit Protection Certificate (DPC) which should be provided to you by your Landlord/Agent. You should ensure the details on the DPC are correct and counter-sign the certificate.



Deposit protected with us. Certificate sent to Landlord/Agent.



Signed certificate sent to Tenant as proof of protection.

tip

You should keep a signed copy of the DPC safely with your copy of the AST agreement and other documents relating to your tenancy. You will need them if a dispute arises at the end of the tenancy.

Is your deposit protected? - check online

my|deposits will not send you confirmation of your deposit protection but your Landlord/Agent is obliged to send you a copy of your DPC. You can check the Tenant section of our website to find out if your deposit is protected. All that is needed is your surname, the rental postcode and the month the deposit was paid. Your search results are displayed instantly.

tip

Remember your Landlord/Agent has 14 days to protect your deposit. We suggest that you do not search online if your AST has recently started so as to give sufficient time for registration.

For deposits relating to joint AST's, the Tenants must make arrangements to choose a 'Lead Tenant' (the nominated Tenant who represents and corresponds for all the Joint Tenants).

Returning the deposit to you

As a member of **my|deposits**, your Landlord/Agent must hold the deposit for the duration of the tenancy. The only time **my|deposits** will hold any of the deposit is if a dispute is raised. In this event the Landlord/Agent must lodge the disputed amount with us for safekeeping until the dispute is resolved.

At the end of the tenancy you should ensure that you leave the property (and if applicable the contents) in the same condition in which it was let to you.

tip

You should thoroughly familiarise yourself with the terms of your AST agreement before signing it. If necessary take legal advice. There may be charges to pay at the end of the AST, such as an inventory check out or inspection fees.

In all cases you will not be able to dispute any reasonable charges that are clearly defined and that you previously agreed to pay when you signed the AST. You should also ensure that you are up to date with your rent and utility bills. Disputed amounts that involve unpaid bills are often judged in the ADR or in Court in the favour of the Landlord/Agent.

You should formally request the return of your deposit within 10 days after the tenancy ends. Keep evidence of this request. Your Landlord/Agent should attempt to negotiate the deposit amount to be returned to you. If you cannot reach an agreement, or if payment of an agreed amount is not made within 10 days, you may look to raise a dispute with **my|deposits** ADR. Any amount of the deposit that you cannot agree becomes the 'disputed amount' and is subject to the disputes procedure.



Landlord/Agent returns deposit to Tenant.

Unprotecting the deposit

Once your Landlord/Agent has returned the agreed deposit amount to you they can unprotect the deposit with **my|deposits**. If you agree to the deposit being unprotected by your Landlord/Agent then you will be unable to raise a dispute with **my|deposits** at a later date unless you can prove that you did not agree to the unprotection or that you did not receive the agreed amount. To ensure that the deposit has been unprotected with your agreement, we will try to contact you at the alternative address provided by your Landlord/Agent when the deposit was unprotected. (Keep us informed of your correct address).



Landlord/Agent contacts us to unprotect deposit.



We send confirmation letter to Tenant.

tip

If your alternative address changes please immediately notify us.

Notifying us of a dispute

If you are unable to reach agreement with your Landlord/Agent over the return of your deposit, you should raise a Deposit Dispute.

tip

*We strongly recommend that you try to resolve your differences with your Landlord/Agent before involving **my|deposits**. Our experience is that many disputes can be satisfactorily resolved by simple communication between Tenant and Landlord/Agent.*

You can notify us of a dispute within three months of the actual end date of the tenancy (the date the property was permanently vacated) PROVIDED you did not agree to the deposit being unprotected. We are unable to accept disputes after this period has elapsed or where the deposit was unprotected with your consent. Any one Tenant to a Joint Tenancy Agreement may raise the deposit dispute, providing they are named on the DPC. This one Tenant does not have to be the Lead Tenant, but will:



Tenant raises dispute with us.

- [a] Personally conduct all aspects of the Deposit Dispute pursuant to [b] to [e] below inclusive;
- [b] Have the written and signed authority to act for all the Joint Tenants named on the DPC;
- [c] Fairly distribute any money which is returned to them at the end of the Deposit Dispute to the other Joint Tenants;
- [d] Notify all the Joint Tenants that **my|deposits** cannot resolve any dispute between the Joint Tenants; and
- [e] Indemnify **my|deposits** against any claims or loss by all Joint Tenants if they fail to adhere to [a] to [d] above.

Only one dispute can be raised under the Deposit Protection Certificate.

Our Alternative Dispute Resolution (ADR) service

my|deposits offers a free Alternative Dispute Resolution (ADR) service to resolve your deposit dispute. Both you and the Landlord/Agent must agree to use the **my|deposits** ADR service. If either party does not agree, the dispute must be resolved through the Court. The onus is on the party refusing ADR to initiate court proceedings. The disputed deposit amount must still be lodged with **my|deposits**, regardless of whether ADR or the Court is used to resolve the dispute.

You can initiate a deposit dispute in one of two ways:

1. Online Dispute Handling

You can raise a dispute and manage the process online at www.mydeposits.co.uk. The online service allows you to submit all of your supporting evidence via our website. This includes uploading dated photos, your AST agreement, inventories and other evidence. The website contains more information on the type and format of evidence you should submit including a checklist of common items. Please contact us if you wish to submit video evidence as there may be restrictions to the file sizes that our system can receive.

Visit the Dispute Resolution page on the Tenant Section of our website to start. You will need your deposit protection number given on your DPC.

Once you have notified us of a dispute you will have 10 working days in which to send in any remaining evidence by post or email. After the 10 working day period has expired no further evidence will be accepted.

tip

No paperwork or postage is required when you use the online service. You can submit all your evidence and monitor the progress of your dispute online. Please note you will have to pay for postage if you decide to submit paper based evidence by post.

2. Paper Dispute Handling

If you wish to raise a dispute by post you can contact us on **0844 980 0290** between 9.00am and 5.30pm Monday to Friday. You will be sent a Dispute Notification Claim Form (DNCF) to complete and return to us together with your supporting evidence within 10 working days.

We will assume that you receive anything that we send you two days after we post it to you by First Class post. We may reject submissions received outside required timescales.



Tenant completes the DNCF and returns it to us with supporting evidence.

Submitting evidence for ADR

You must submit a copy of the signed Assured Shorthold Tenancy (AST) agreement. Without the AST it is difficult to establish whether you had a formal contract with your Landlord/Agent. We may accept a deposit dispute without this document subject to a satisfactory written explanation as to why you have not included it.

tip

The ADR is evidence based; the more evidence and the better the quality of the evidence that you supply, the more it will assist your case. Examples of evidence include copies of signed inventories or checking in/out registers, photos, rent statements, utility bills and other correspondence between you and your Landlord/Agent.

You must pay the cost of preparing and submitting your evidence to us and all evidence is non-returnable unless we have made a prior agreement with you. If you do wish for your evidence to be returned you will be charged an administration fee to cover our post and packaging costs, and this must be paid in full in advance.

Notifying your Landlord/Agent of your dispute

After we receive your completed claim form, or 10 working days from the date that you submit your deposit dispute online, we will notify your Landlord/Agent of your dispute together with instructions on how to view your evidence.

The Landlord/Agent must then acknowledge the dispute within 10 working days of the date on the notification of dispute and send the disputed deposit amount to us.

The Landlord/Agent must also tell us if they wish the dispute to be resolved by my|deposits ADR. We will notify you if they decide not to use the ADR service. The dispute will then have to be resolved with your Landlord/Agent through the Court. If your Landlord/Agent agrees to ADR they will have a further 10 working days (making 20 working days in total from the date on the notification letter) to submit their evidence to us. Both sets of evidence are then passed to the Adjudicator to make a decision on the dispute. Once the Adjudicator's decision has been made, we will distribute the disputed amount in accordance with the decision within 10 days.



Landlord/Agent must send us the disputed deposit amount.

Dealing with disputes if the Landlord/Agent fails to co-operate with my|deposits

If your Landlord/Agent does not send the disputed amount to us or does not indicate their preferred method of resolving the dispute within the prescribed timescales, we will, if you have agreed to our ADR service, assume that the Landlord/Agent has also consented to use ADR.

We will then submit your evidence to the Adjudicator for a decision. Any amounts awarded will be paid out within 10 working days of receipt of the Adjudicator's decision.

tip

Even if your Landlord/Agent fails to respond to our requests, the adjudicator will need to see your evidence.

General Conditions

my|deposits may refuse to deal with a deposit dispute if:

- It relates to matters other than the return of the protected deposit
- Either you or your Landlord/Agent have told us that they intend to take Court action
- The dispute has already been resolved by a Court
- Proceedings have been commenced in Court.

The Adjudicator of the my|deposits ADR process may reject a deposit dispute if it is being pursued in a vexatious, frivolous or unreasonable manner or in an attempt to frustrate the process. The Adjudicator may also:

- Ask for more information or make further enquiries of the parties. If information or enquiries are not answered within the defined time period, the adjudication will continue regardless;
- Proceed to adjudication even if either party has not acted in accordance with our Scheme Rules.

The Adjudicator's decision is final and binding on all parties. There is no way to appeal the decision through my|deposits. It may be possible to challenge the Adjudicator's decision through the Courts, but you should seek legal advice should you wish to do this.



Confidentiality

All aspects of our ADR process are confidential and will not be published, apart from as required by Law, for enforcement, and where we and/or the Adjudicator are required to provide statistical information to the CLG and other Government Departments based on the results of the adjudications. Any statistical publications will remain anonymous.

Liability

We will take reasonable care in the selection of the Adjudicator. We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Adjudicator. Any claim you may have against us is limited to the disputed deposit plus interest at 2% above HSBC base rate from the date of liability being proved to payment.

The my|deposits Scheme Rules

The Scheme Rules govern the Scheme and include important provisions regarding disputes. If you would like to refer to the rules they are available to read or download on the my|deposits website at www.mydeposits.co.uk

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