

# Information for Tenants



## What is Tenancy Deposit Protection?

From 5th April 2007, all landlords and agents who take a deposit from tenants that occupy property in either England or Wales under an Assured Shorthold Tenancy agreement, must take steps to protect that deposit with one of the government's authorised tenancy deposit protection schemes. These schemes have been put in place to ensure that you get all or part of your deposit back when you are entitled to it.

There are two types of tenancy deposit protection scheme.

1. The default custodial scheme where the landlord passes the deposit to the scheme to hold until the end of the tenancy period.
2. Insurance-based schemes where the landlord holds the deposit himself and pays a protection fee to guarantee its return to you if you are entitled to it at the end of the tenancy period.

my|deposits is an insurance-based scheme and as such provides protection, backed by an insurance policy arranged by the Scheme, for the deposit. my|deposits does not hold your deposit monies.

## Failure to protect a deposit with a government-authorised tenancy deposit scheme carries penalties for the landlord:

- Your landlord will be unable to use 'notice-only grounds' to regain possession of the property (under Section 21 of the Housing Act 1988).
- During the period of your tenancy agreement you can apply for a court order requiring the deposit to be protected and confirmation provided to you.
- If your landlord fails to comply with these requirements, or if the deposit is not protected by an authorised scheme, the court will order the landlord to repay the deposit to you or to pay the deposit into an authorised scheme.
- The court will also order your landlord to pay you compensation of three times the deposit amount, payable to you within 14 days.

## About my|deposits

my|deposits is the trading name of Tenancy Deposit Solutions Limited (TDSL) and has been appointed by Communities and Local Government to administer an insurance-based tenancy deposit protection scheme. TDSL is a company jointly owned by the National Landlords Association (NLA) and HFIS plc trading as Hamilton Fraser Insurance (HFI). The Scheme is sponsored by the NLA and administered by HFIS plc, a company authorised and regulated by the Financial Services Authority.

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## How is your deposit protected with my|deposits?

It is common place in the lettings market that prior to you moving in to your new home your landlord/agent will ask you for a deposit as a safeguard against you failing to adhere to the terms of your tenancy agreement e.g. failure by you to make rent payments or you damaging their property.

Within 14 days of receiving the deposit from you, your landlord/agent must protect the deposit with the Scheme as well as provide to you details of how your deposit is being protected and what to do if there is a dispute about the repayment of your deposit at the end of the tenancy agreement.

We provide proof of protection in the form of a Deposit Protection Certificate (DPC). This document should be provided to you by your landlord/agent.

Where deposits are taken on a joint and several tenancy agreement (J&STA), the tenants and landlord/agent must make provision for a "lead tenant" to be nominated and agreed by all of the tenants included in the J&STA. We will only recognise the lead tenant in the event of a dispute or any other matters relating to the protection of the deposit. Your landlord/agent must advise us and the other tenants who are signatories to the J&STA of any changes to the lead tenant. This does not affect the legal rights or obligations of any of the joint tenants.

The landlord/agent must also provide evidence of the protected deposit to any third party that has paid any or all of the deposit on your, or any joint tenant's, behalf.

It is your landlord/agent's responsibility to advise you of details of the protected deposit. You will not be able to hold us responsible for any failure in providing the deposit protection information to you.

Both you and your landlord/agent need to sign the Deposit Protection Certificate as confirmation that all the printed details about your tenancy are correctly recorded.

## Returning your deposit to you

Please note that under this Scheme your landlord/agent will be holding your deposit – my|deposits does not hold your deposit monies unless there is a dispute about the deposit that we are dealing with (see Notifying Us of a Dispute).

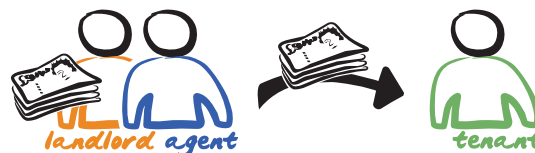
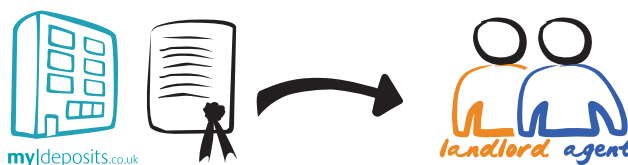
At the end of the tenancy period, you should ensure that you leave the property and its contents in the same condition in which it was let to you (subject to fair wear and tear). You should also ensure that you are up to date with your rent and any other expenses that you have agreed to pay under the terms of your tenancy agreement.

When the tenancy agreement has ended and you have vacated the property your landlord/agent will normally agree with you the amount of your deposit that will be returned to you. If you are not able to reach agreement you should formally ask for your deposit to be returned to you. Either way, your landlord/agent is legally obliged to return the agreed or requested amount to you within 10 days of that agreement or request.

Once your landlord/agent has returned your deposit, or the agreed amount, to you, your landlord/agent will then be able to unprotect the deposit. To ensure that the deposit has been unprotected with your agreement, we will contact you at the alternative address that you have provided to your landlord/agent to communicate with you at after you have left the rented property.

## Notifying us of a dispute

You can notify us of a possible dispute relating to the deposit up to a maximum of 90 days after the deposit has been unprotected provided you were NOT party to the initial unprotection process (for example, if your landlord unprotected the deposit without your consent). We will not accept disputes after this period has elapsed or if the deposit is unprotected with your agreement.



Your landlord/agent has 10 days to return the agreed amount of deposit to you starting from the date of agreement. In the absence of any such agreement, the 10 day period starts from the date that you formally requested the return of your deposit after the tenancy agreement period expired and you vacated the property.

If you have not received the agreed amount from your landlord/agent within the 10 day period, or you cannot agree with the landlord/agent the amount you should receive, you can notify us of a possible deposit dispute. We will not accept notification of a dispute prior to the end of the 10-day period.

When you contact us to advise us of a potential deposit dispute, we will initially offer you advice and assistance to try to assist you and your landlord/agent to reach agreement over the apportionment of the deposit. This may include suggestions of best practice, guidance relating to the responsibilities of either party, or facilitating communication between you and your landlord/agent.



If our advice and assistance does not result in a satisfactory conclusion to your dispute or if you refuse our advice and assistance, you may make your dispute formal and register it with us. We will initiate this process by sending to you a Dispute Notification Claim Form (DNCF) for completion. You must return this form to us, together with any evidence supporting your claim, within 10 working days of the date on which you receive it. We will reject any DNCF form received outside of this timescale.

Wherever possible you should send a copy of your AST agreement as part of your evidence. Other examples of acceptable evidence could include copies of any signed inventory and schedule of condition, photos or video evidence, rent statements, paid utility bills, or other correspondence between you and your landlord/agent.

When you complete the DNCF, one of the questions will ask you whether or not you wish to use our Alternative Dispute Resolution (ADR) service and be bound by any decision it makes over the return of the disputed deposit amount. If you indicate on your DNCF that you do not wish to utilise our ADR procedure to resolve your dispute you will need to take independent action to resolve your dispute through the courts and we will be unable to assist you further until you produce a court order to us.



On receipt of your fully completed DNCF and supporting evidence within the timescale, we will notify the landlord/agent that there is a formal dispute and request their counter-claim and supporting evidence within 10 working days. We will also request the landlord/agent to lodge the disputed deposit amount with us within the same timescale while the dispute is being resolved. We will hold this money in a segregated client money account until the deposit dispute is resolved, either by mutual agreement, an ADR decision if all parties agree to ADR, or a court order if they do not.



If, within the 10 working days from requesting the disputed amount and counter-claim and evidence from the landlord/agent we have been able to contact them but have not received their co-operation, we can, if you have agreed to ADR, submit just your evidence to the adjudicator under what is known as the Default ADR procedure. If the landlord/agent is not contactable we will continue to protect your deposit, but we cannot return the disputed amount to you without a court order, at which point we will guarantee return of the disputed amount to you within 10 days of our receiving a copy of the court order.

### Use of our Alternative Dispute Resolution Service (ADR)

Use of our ADR service is available to you, your landlord/agent and any Relevant Party that may have paid all or some of your deposit on your behalf. All parties must agree to use the service. If any party refuses to use it then, failing agreement between the parties, a court order must be obtained to resolve the deposit dispute. However, if all parties do agree to use the ADR service then any decision made by the service will be binding on all parties.

ADR will be impartial and evidence-based. You will not be charged for the service. An impartial adjudicator will make a decision on the strength of the evidence supplied by each party and the decision will be binding on all parties. There will be no interviews or mediation and there will be no right of appeal.

We will distribute the disputed amount in accordance with the decision of the adjudicator within 10 days of receiving it.



### Contacting my|deposits

You can contact us at any time during the period of your tenancy agreement to find out whether your deposit is protected or to request a copy of your Deposit Protection Certificate. Please call 0871 703 0552 on weekdays between 8-30 am and 5-30 pm, or by emailing [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)

Current data protection legislation prevents us from disclosing any information to you over the phone so we do advise that you ask your landlord/agent in the first instance as this is the easiest and often the quickest way for you to get the information. However, if you do ask us and we do have your deposit currently protected with us we will send a duplicate Deposit Protection Certificate to the property address that is registered with us. We regret that, because of the restrictions imposed upon us by data protection legislation, we are unable to send this duplicate DPC to any other address, or by email, or to any other person.

You can advise us of a potential deposit dispute by calling 0871 703 0552 on weekdays between 8-30 am and 5-30 pm, or by emailing [info@mydeposits.co.uk](mailto:info@mydeposits.co.uk)

### Data Protection

Communities and Local Government has appointed Tenancy Deposit Solutions Limited T/A my|deposits and/or HFIS plc T/A Hamilton Fraser Insurance as a scheme administrator to act on its behalf to gather and process the information you provide together with information from other services for the purpose of providing a tenancy deposit protection scheme as regulated by The Housing Act 2004. This includes the provision of Alternative Dispute Resolution. For further information, please refer to the full Data Protection Notice at the end of the Scheme Rules, available as a download from our website, or contact mydeposits on 0871 703 0552. Alternatively, you can email [dataprotectionact@mydeposits.co.uk](mailto:dataprotectionact@mydeposits.co.uk) or write to Customer Services Manager, Hamilton Fraser Insurance, 3rd Floor Kingmaker House, Station Road, New Barnet, Herts EN5 1NZ.

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