

# Information for Tenants



## A Tenant's Guide to my|deposits

Your landlord or letting 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 landlords and letting agents (some landlords employ a letting agent to manage their property) to take a deposit as a safeguard should problems occur during your tenancy and you breach the terms of your contract e.g. failure by you to pay rent or damage caused to the property.

Since the 5 April 2007 all landlords and letting agents who take a deposit from their tenant on a 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 receive all or part of their deposit back, should they be entitled to it.

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

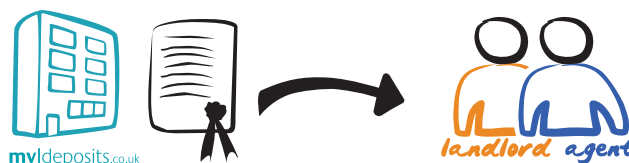
Failure to protect the deposit in an authorised deposit protection scheme carries penalties for the landlord. Should you decide to take the matter to Court:

- Your landlord will be unable to issue 'notice-only grounds' to regain possession of the property (under Section 21 of the Housing Act 1988) 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 will be instructed to pay you compensation equal to three times the amount of the deposit within 14 days.

If you are unhappy with the amount of the deposit returned by your landlord/agent at the end of your AST then you can raise a dispute and make a claim for the disputed amount. A fundamental part of the Housing Act 2004 states that the deposit remains your money, regardless of the fact that you have handed it to the landlord or letting agent (subject to any lawful claim the landlord/agent may have to the deposit money). The landlord/agent must provide evidence as to why any of the deposit amount is being withheld at the end of the AST. **my|deposits** offers a free and impartial Alternative Dispute Resolution (ADR) service should you and your landlord/agent be unable to agree the amount of your deposit to be returned to you at the end of the tenancy. If ADR is not agreed to by both parties then the dispute will have to be resolved through the Court system.

### 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, he must provide you with details of how your deposit is being protected and what to do if there is a dispute regarding the deposit amount returned to you at the end of the tenancy agreement. **my|deposits** provides proof of the deposit protection in the form of a Deposit Protection Certificate (DPC) which is sent to your landlord/agent. It is your landlord's/agent's responsibility to check that the details on the DPC are correct and then sign it. They should send you the Certificate for you to check and sign.



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 copies 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. Your landlord/agent is obliged to send you a copy of your DPC, however you can check the tenant section of our website to find out if your deposit is protected with **my|deposits**. All you need is the tenant's 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 use this facility if your tenancy has recently started to give it a chance to be registered onto our system.

Where deposits are taken on a joint tenancy agreement, all parties must make provision for a 'lead tenant'. **my|deposits** will only deal with the lead tenant.

## Returning the deposit to you

As a member of my|deposits, your landlord/agent will, upon receipt, hold your deposit for the duration of the tenancy. The only time my|deposits will hold the deposit is if a dispute is raised and the landlord/agent lodges the disputed amount with us. We will then safeguard the disputed amount until a resolution has been decided.

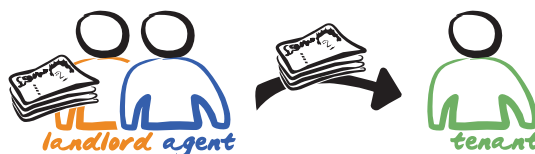
At the end of the AST you should ensure that you leave the property (and if applicable the contents) in the same condition in which it was let to you.

*tip*

*You should thoroughly familiarise yourself with the terms of your AST agreement before signing it. If necessary take legal advice. This document should clearly state what your, and the landlord's, obligations are at the end of the agreement, e.g. professional cleaning charges, lost keys etc. If your landlord is dealing with your tenancy through an agent, there may also be other charges that you have agreed to pay at the end of the agreement, such as inventory or inspection fees or re-advertising costs.*

In all cases you will not be able to dispute any reasonable charges that were clearly explained to you and that you previously agreed to pay when you signed the original 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 Court process in the favour of the landlord/agent.

Your landlord/agent must attempt to agree with you the deposit amount that should be returned to you. If you are unable to agree, you should formally ask for your deposit to be returned to you and keep evidence of this request. Your landlord/agent is legally obliged to return any agreed amount to you within 10 days of that agreement. Any amount of the deposit that you cannot agree on becomes the subject of the 'disputed amount' and is subject to the procedure as we describe in this leaflet.



Landlord/agent returns deposit to tenant.

## Unprotecting the deposit

Once your landlord/agent has returned the agreed deposit amount to you they will be able to request that my|deposits unprotects the deposit.

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 you did not actually receive the deposit amount as agreed.

To ensure that the deposit has been unprotected with your agreement, we will try to contact you at any alternative address that you originally provided to your landlord/agent at the start of your tenancy.



Landlord/agent contacts us to unprotect deposit.



We send confirmation letter to tenant.

*tip*

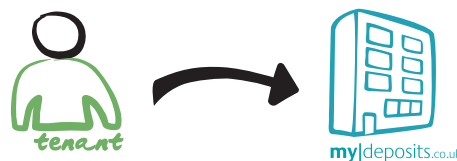
*If your alternative address changes please notify us.*

## Notifying us of a dispute

If you are unable to reach agreement with your landlord/agent over the return of your deposit, you should notify us of 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.*



Tenant raises dispute with us.

You can notify us of a dispute up to 90 days after your landlord/agent has unprotected the deposit PROVIDED that you did not agree to the unprotection. We will not accept disputes after this period has elapsed or where the deposit was unprotected with your agreement.

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

### Online Dispute Handling

You can notify us of a possible dispute, and manage the process online. If the dispute is to be resolved through ADR then the online service allows you to submit all evidence. This includes uploading photos, AST contracts, inventories and the like, online. The website contains more information on the type and format of evidence you should submit. Please contact us if you are looking to submit video evidence as there may be restrictions to the file sizes that our system can receive.

Visit the tenants' section on the **my|deposits** website and look for the dispute resolution page. To begin all you need is 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 upload or amend any evidence to our system. After the 10 working day period has expired no further evidence will be accepted.

*tip*

*No paperwork or postage is required using the online service. You can submit all your evidence and monitor the progress of your dispute online.*

### Paper Dispute Handling

If you do not have internet access and wish to raise a dispute, you can contact us on 0871 703 0552 between the hours of 8.30am 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 if you are using ADR.

You will have 10 working days from the date that you receive the DNCF from us to return it completed and with evidence to us. You are deemed to have received any document that we send you two days after we post it to you by First Class post. We reserve the right to reject submissions received outside of these timescales.

### Submitting evidence for ADR

You must submit a copy of the signed 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 written explanation as to why you have not included it.

*tip*

*The ADR is completely 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.*



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

All evidence is non-returnable unless we have made a prior agreement with you. An administration fee will be charged, and must be paid in full in advance, to cover our postage and packaging costs.

### Our Alternative Dispute Resolution (ADR) service

**my|deposits** offer a free and impartial Alternative Dispute Resolution (ADR) service to resolve your deposit dispute. Both tenant and landlord/agent must agree to use the **my|deposits** ADR service. If either party does not agree to ADR the dispute must be resolved through the Court system. If the Court system is used the landlord/agent must still lodge the disputed amount with us, as they must if ADR is used.

The final decision of the Adjudicator is binding on the parties and is not open to appeal through the Scheme. Either party may however, on certain limited grounds, appeal the Adjudicator's decision through the Courts.

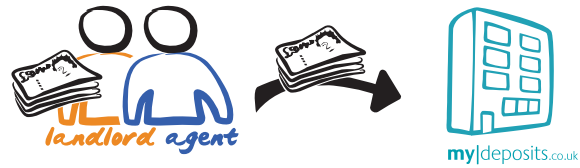
## Notifying your landlord/agent of your dispute

After we receive your completed claim form, or after 10 working days from the date that you registered your deposit dispute online, we will send your landlord/agent the details of your dispute together with copies of any supporting evidence that you have provided to us.

The landlord/agent must then acknowledge the dispute within 10 working days of receiving that request from us and send the disputed deposit amount to us for safe-keeping whilst the dispute is being resolved.

At the same time the landlord/agent must tell us whether they wish the dispute to be resolved by using the **my|deposits** ADR process. You will be informed if they decide not to use our ADR process.

The dispute will then have to be resolved directly with your landlord/agent through the Court. If your landlord/agent agrees to our ADR process they will have a further 10 working days (making 20 working days in total from the date that they received our first notification of your dispute to them) to submit their evidence to us. Both sets of evidence are then passed to the Adjudicator to make a decision on the disputed deposit. Once the Adjudicator's decision has been received by **my|deposits**, we will distribute the disputed amount in accordance with that 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 co-operate with our request for the disputed amount or counter-information regarding the dispute within the prescribed timescales we can, if you have agreed to use our ADR service, submit your evidence to the Adjudicator for a decision. We will distribute the disputed amount within 10 days of receiving the decision.

*tip*

*Even if your landlord/agent fails to respond to our requests, the adjudicator will need to see evidence from you of your entitlement to the disputed amount. This is why the AST agreement is an important document and you should send this document to us when raising a dispute.*

## 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; or
- Either you or your landlord/agent have told us that they intend to take Court action; or
- The dispute has already been resolved by a Court, or proceedings have been commenced in a Court.

**my|deposits** and/or the Adjudicator may reject a Deposit Dispute which, in our reasonable opinion:

- Is being pursued in a vexatious, frivolous or unreasonable manner or in an attempt to frustrate the process;
- Is fraudulent;
- Seeks to raise matters which have already been decided upon by ADR or a Court.

The Adjudicator of the **my|deposits** ADR process may:

- Ask for more information or make further enquiries of the parties, and if information or enquiries are not answered within a reasonable time period proceed to adjudication;
- Proceed to adjudication entirely at his discretion even if either party has not acted in accordance with our Rules.

The Adjudicator's decision cannot be appealed through the Scheme and is binding on all parties. Either party may, however, on certain limited grounds, appeal the Adjudicator's decision through the Courts.





### 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 independent 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 to payment.

### The my|deposits rules

These 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 as a 'download' on the my|deposits website at [www.mydeposits.co.uk](http://www.mydeposits.co.uk)

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