

ASSURED SHORTHOLD TENANCY AGREEMENT

(FOR A HOUSE OR FLAT WITH NON-RESIDENTIAL LANDLORD)

THIS FORM OF AGREEMENT IS A BINDING DOCUMENT. BEFORE SIGNING IT YOU SHOULD READ IT CAREFULLY TO ENSURE THAT IT CONTAINS EVERYTHING YOU DO WANT AND NOTHING UNACCEPTABLE TO YOU.

The Landlord

The Tenant

(The term "the Tenant" applies to each named joint tenant. Each individual tenant enjoys the full rights and is fully responsible for the obligations set out in this Agreement)

The Property

Together with the fixtures and fittings and also the items set out in the inventory (if any)

The Term

For a fixed period of months from to

The Rent

At a rent of per MONTH payable every MONTH by equal payments in advance, first payment due on and every MONTH there after on the same day in each MONTH.

Method of Payment

Payment must be received in cleared funds for the 1st day of each month by Direct Debit. Only one Direct Debit will be acceptable per household.

The Deposit

The deposit shall be £

Details of Agent

Keylet
1a Mundy Place
Cardiff
CF24 4BZ
T: 029 20 388399
F: 029 20 376922
E: Headoffice@keylet.co.uk

Initials: _____

Terms and Conditions

1 General

- 1.1 In this agreement where his or he appears read his/her or he/she.
- 1.2 This agreement is for the letting of all types of residential accommodation whether unfurnished or furnished in accordance with the inventory signed between the parties.
- 1.3 This agreement is an Assured Shorthold Tenancy as defined in section 19A of the Housing Act 1988 (as inserted by section 96 the Housing Act 1996). The Landlord may recover possession of the property at the end of the term by obtaining a court order pursuant to the provisions of Section 21 of the Act, as amended by section 98 and 99 of the 1996 Housing Act.
- 1.4 This agreement shall take effect subject to the provisions of section 11 of the Landlord and Tenant Act 1985, where applicable to this Tenancy. This makes provision which has not been disclosed to the Tenant which would restrict or lessen the tenant's enjoyment of the property.
- 1.5 The tenant is the person or persons stated, or any person deriving title under the tenant.
- 1.6 Where either party is two or more people, their obligations and liabilities, under this agreement are joint and several.

2 The Property

The property is the property specified above, together with, where applicable, any outside space or garden and the Landlord's fixtures and fittings in the premises or as stated in the inventory.

3 Communal Areas

Where the premises are only part of the building, the tenant will have access (in common with others) to appropriate access ways and hallways of other shared facilities, but only to the extent that the landlord can lawfully grant the same.

4 Rent

- 4.1 The Tenant shall pay the rent by the method and at the times specified above.
- 4.2 The Landlord or his Agent reserves the right to charge administration fees if the rent is not paid by the methods and times specified above. A breakdown of the charges is shown in the Tenancy Handbook provided for your consideration prior to signing this Contract.

5 The Deposit

- 5.1 The deposit specified above shall be paid by the tenant on the signing of this Agreement and is to be held by Keylet as Stakeholder for the duration of the tenancy as security against the Tenants failure to pay the rent or non-performance of his obligations laid down within this Agreement. This includes any breach by the tenant of his obligations as to the cleaning of the premises, the cleaning of any fixtures and fittings therein and the return of all keys.
- 5.2 The deposit is not to be used by the tenant towards the final rent payment. The deposit shall be returned to the tenant (without interest and less, if any, relevant deductions) once the tenancy has been terminated, the property has been vacated and within 21 working days of receiving written proof that all utility bills have been paid. Failure to produce the relevant documents to Keylet within the first three months following your exit inspection will result in us contacting you. By doing so the following charges will be deducted from your bond deposit: Chase up letter (£30+VAT), Chase up email (£5 + VAT) and chase up text message (£2.50 + VAT.) The deposit will only be returned once all the property work is completed to the Landlord's satisfaction. Where there is more than one right to make a deduction, the landlord has the right to appropriate the deposit as he sees fit.
- 5.3 If the Agents consider it is necessary for a contractor to attend the property to carry out works to bring the property to the Landlord's satisfaction, then the 21 day working period will only start from the time that the contractor's work has been completed, the invoices raised and paid any administration fees incurred by Keylet have been deducted. Any damages caused by the Tenants to the property may result in a delay in processing the bond deposit refund.

Initials: _____

6 Forfeiture and Interest on Payments in Arrears

- 6.1 Where the rent, any part of it, or any other sum due from the tenant under this Agreement, is in arrears of 14 days or more after it has become due, whether legally demanded or not, or the Tenant has breached any of the terms of this Agreement, or any of the grounds set out as Grounds 2, 8 or Grounds 10-15 (inclusive) (which relate to breach of any obligation by a Tenant) contained in The Housing Act 1988 Schedule 2 apply, then the Landlord shall be entitled to end the Tenancy either (a) by serving the appropriate notice and obtaining a court order, or (b) by re-entering the Property if it is no longer occupied by the Tenant or anyone else with a lawful right to live in it. If the Landlord exercises this right of forfeiture, it shall be without prejudice to the other rights and remedies of the Landlord.
- 6.2 Where the rent or any other sum due by the tenant under this Agreement is in arrears, whether legally demanded or not, the Landlord shall be entitled to charge interest at the rate of 4% above the prevailing base rate of the Bank of England on the outstanding sum from the date when the same became due until the date of payment.

7 Insurance

- 7.1 The Landlord agrees to insure the Property and, if the Landlord so wishes, the Landlords fixtures, fittings and effects, including such electrical appliances as are not the Tenants responsibility, against loss or damage by fire, lightning, storm, flood, impact, riots, malicious damage, damage from burst pipes, theft and third party risks and such other risks as are normally covered by a Householder's Comprehensive Policy, and to supply a copy of the current policy to the Tenant upon request.
- 7.2 The Tenant shall not (nor allow others to) do anything that will adversely affect the Landlord's insurance of the Property.
- 7.3 The tenancy of the property has been granted to the named Tenant, upon the condition that the tenant holds insurance that the Landlord or his Letting Agent considers adequate to protect up to £5000.00 against accidental damage caused by the Tenant, to the contents, furniture, fixtures and fittings at the property as described in the inventory.

8 Quiet Possession

The Landlord agrees, subject to the Tenant paying the rent and observing and performing the obligations set out on this Agreement, not to interrupt or interfere with the Tenants right to quiet possession and enjoyment of the property.

9 Communal Areas

The Tenant shall take reasonable care to keep the common entrances, halls, stairways, lifts, passage ways and any other common parts including their electrical lighting, in reasonable repair and fit for use by the tenant and other occupiers and visitors to the property.

10 Use of Property

The Tenant shall use the Property for residential purposes only and shall not (nor allow others to) operate a business at the property or use it for any improper, immoral or illegal purposes.

11 Assignment

The Tenant shall not assign, sublet, charge or part with or share possession or occupation to the property or any part thereof without the prior written consent of the landlord (and the Landlord is not entitled to withhold that consent unreasonably).

12 Noise and Nuisance

The Tenant shall not (nor allow others to) cause nuisance or annoyance to the Landlord, other tenants or any neighbours.

13 Damage

The Tenant shall not (nor allow others to) cause any damage or injury to the exterior, structure or any part of the property, but will preserve the premises in a clean condition, reasonable wear and tear and accidental damage by fire or any other risk against which the landlord has effected insurance excepted.

Initials: _____

14 Alterations to Property

Without the express written permission of the Landlord, the Tenant will not (nor allow others to)

- I. place or attach any pictures, paintings, posters, or the like to the interior of the premises
- II. place or attach any pictures, paintings, posters, or the like to the exterior of the premises.
- III. place any signs, notice board or other advertisements or the like on the exterior of the premises.
- IV. remove any of the items specified in the inventory (if any) or any of the Landlord's possessions from the premises.
- V. change any of the decorations, furnishings, or any of the fixtures or fittings, (where applicable).
- VI. make any alterations to the premises.

15 Locks

The Tenant shall not alter or change or install any locks on any doors or windows in or about the Property or have additional keys made for any locks without prior written consent of the Landlord.

16 Pets

Without the express written permission of the Landlord, the Tenant shall not (nor allow others to) keep or allow pets of any kind on the premises. Any permission which is given may be cancelled by the Landlord.

17 Cleaning and Maintenance

- 17.1 The Tenant shall keep the interior of the premises in good repair and condition, in good decorative order and must keep the property clean and tidy. If the Landlord provides a vacuum cleaner it must be maintained by the tenant. The Tenant should contact Keylet if the vacuum cleaner malfunctions.
- 17.2 The Tenant is responsible for the cleaning, maintaining and keeping free from all blockages and obstructions all baths, sinks, lavatories, cisterns, drains, gutters, pipes, chimneys and the like (where applicable)
- 17.3 The Tenant is responsible for the cleaning of any carpets, curtains, furnishings or other items used in the inventory (if any)
- 17.4 The Tenant should contact Keylet if any of the mechanical and electrical appliances supplied by the Landlord malfunction in any way (if any)
- 17.5 The Tenant is responsible for the cleaning of the insides of all windows and for immediately contacting the Landlord or his agent to arrange the replacement of any broken glass, howsoever caused.
- 17.6 The Tenant should take practical steps to avoid or limit the effects of condensation by adequately heating and ventilating the property. Where condensation occurs tenants should take action to wipe down and clean surfaces affected to prevent mould growth and damage to the property's fixtures and fittings. If condensation persists the Tenant is advised to take advice how to reduce the problem if it is the result of living habits rather than defects to the property. The tenant must keep the heating on a continuous low temperature during the Christmas holiday to avoid any frozen pipes, any charges incurred as a result of the heating being turned off will be charged to the tenant/s.
- 17.7 Following routine inspections during the tenancy period, the Tenant must ensure the premises are in a clean and tidy condition. Following routine inspection of the Property, if Keylet are dissatisfied with the level of cleanliness, the Tenants will be given an opportunity in writing to remedy the same within 5 working days. Upon exit inspection, if the Tenants fail to then leave the property in a clean and tidy condition, then contract cleaners will be instructed to clean the property at the Tenants cost.
- 17.8 The tenant must ensure that waste is disposed of in the correct manner. If vermin are attracted as a result of this not being followed a charge of £121.61 for pest control visits may be applicable.

18 Garden

The Tenant is responsible for the maintenance of any garden areas and for keeping such areas neat and tidy and free from weeds, with any grass kept cut, subject to the Landlord providing and maintaining appropriate garden tools for this purpose.

Initials: _____

19 Repairing Damage

The Tenant agrees to make good any damage to the property or to the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any visitor of the Tenant to the property, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default

20 Reporting Disrepair

The Tenant shall report as soon as possible to the Landlord or his agent any disrepair or defect in respect of the property or the fixtures and fittings and report any failure of mechanical or electrical appliances. The Tenant will be held responsible for any damage caused by late notification and charged.

21 Utilities/Services

- 21.1 The Tenant is responsible for informing the relevant Authorities of their occupation and vacation of the Property and for the payment of bills generated for the supply and consumption of any electrical, gas and telephone or other services used at or supplied to the property and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the Term.
- 21.2 In order to ensure that water charges are correctly collected we share information with the relevant local authority and utility/service providers. We also share this information to ensure that bills are directed to the correct person and charges and debts can be collected. By law, in certain areas information about who occupies a property has to be passed to water companies.
- 21.3 Where the property is rented on an individual basis the landlord can claim back any moneys owed for council tax. Student tenants are required to bring in a copy of their exemption certificate by the 31st of January, failure to do so may result in a charge of £15.00 as per the tenants handbook.
- 21.4 The Tenant shall not do anything that may cause the disconnection of any of these supplies.
- 21.5 The tenant is responsible for purchasing a TV license should they use equipment that can watch or record live broadcasts, as per TV Licensing Regulations. Where the property is provided with a television and/or the means to watch live television broadcasts, it is the responsibility of the tenants to provide a TV license for their tenancy.

22 Rights of Access

The Tenant shall allow the Landlord, his agent or contractors access to the Property at reasonable hours between 09.00am-10.00pm, to inspect the condition of the property or to carry out repairs or other works to the property or to carry out maintenance of the appliances or to show the premises to prospective tenants. Access to the bedrooms should be provided for on inspection. The Landlord shall normally give at least 24 hours notice but the Tenant shall give immediate access in an emergency.

23 Property Left Unattended

Whenever the Property is left unattended, the Tenant must fasten all locks to all doors and windows and activate, if any, the burglar alarm, to prevent unauthorised access to the premises. The Tenant should notify the Landlord if he intends to leave the premises vacant for a period excess of 14 consecutive days and in such a case, the Tenant shall take all reasonable steps to avoid damage from burst pipes in freezing weather.

24 Gas safety

The Landlord shall ensure that all gas appliances, fuels and installation pipe work in the Property are checked by a British Gas or Gas Safe registered technician on an annual basis and that a record is kept stating the defects found (if any) and the remedial action taken.

25 Electrical Safety

The Landlord confirms that all electrical appliances and equipment supplied by him are safe so as not to cause danger. If the tenant damages the same or discovers any defect they should cease usage immediately and inform the Landlord.

26 Furniture and Furnishings

- 26.1 The Landlord is responsible for ensuring that all furniture and furnishings supplied by him have passed the relevant fire safety tests.

Initials: _____

26.2 The Tenant must ensure fire Doors are kept closed at all times

26.3 The Tenant should not bring any furniture and furnishings into the property without the Landlord's prior authority

27 Administration Charges

27.1 The standard charges for administration costs are as follows: Chase up letter (£30+VAT), Chase up email (£5 + VAT) and chase up text message (£2.50 + VAT.) The following administration charges will be applicable on any invoices raised as a result of tenant negligence: (£0.00 - £100.00 - £15 + VAT) (£100.00 - £200.00 - £20 + VAT) (£200 + - 10% + VAT)

27.2 All other administration Charges will be made to the tenant in accordance with the Tenancy Handbook provided.

28 Uninhabitable Rooms

The Landlord is responsible for returning to the Tenant any proportion of rent paid for any period that the property is rendered uninhabitable by the fire or other risk against which the Landlord has affected insurance. Compensation will only be given to tenants where the property is deemed uninhabitable due to landlord's negligence and where no action has been taken to resolve disrepair.

29 The tenant will be unable to end their tenancy prior to the expiry date of the tenancy, unless all the 29(i) – 29(iv) points have been adhered to:

- i. the tenant can show their rental account is fully up to date; and,
- ii. A replacement tenant has been found who can take over the tenancy until the expiry date of the tenancy. The replacement tenant must be authorised to take up the tenancy by all other remaining tenants of the household and by the landlord or his agent; and,
- iii. The leaving Tenant and Replacement Tenant have signed the appropriate documentation provided by Keylet; and
- iv. The leaving Tenant has made a payment for Keylet's administrative charges which is equal to a quarter of one month's rent plus VAT
- v. If no replacement is found and a tenant leaves, the loss of rent for that period will be deducted from the group bond deposited at the commencement of the tenancy.

30 At the End of the tenancy the Tenant shall give the Landlord vacant possession and shall return all the keys of the property and remove all furniture owned by the Tenant, personal effects and rubbish and leave the Property and the Landlords fixtures and fittings in the same condition and state of repair as at the start of the tenancy, fair wear and tear excepted. The Tenant shall also provide a full legible forwarding address including postcode for the return of any deposit.

31 Inventory Check and Return of Deposit

At the end of the tenancy the Landlord shall check the inventory room by room. If the Landlord is not satisfied as to the condition of the room or anything in it, the Landlord will propose a deduction of a sum from the deposit. The deposit or the balance of the deposit shall be returned to the Tenant within 21 days of the Tenant vacating the Property subject to the confirmations required under Clause 5, or as soon as possible, with the reasons for the delay provided in writing to the Tenant.

32 Notices

Any notice to be served under this agreement may be delivered by hand or may be sent by registered post, recorded delivery, fax or email. If served on the Tenant a notice should be served at the Property or sent to any fax number or email address provided by the Tenant, and if served on the Landlord or his agent should be served at:

Keylet
1a Mundy Place
Cathays
Cardiff
CF24 4BZ

Initials: _____

The Landlord hereby agrees to let the Property and the Tenant hereby agrees to take the property for the Rent and Term in accordance with the conditions stated within this Agreement and in accordance with the 'Keylet; Tenants Handbook', a copy of which the tenant has read.

SIGNED by the Landlord:

In the presence of this witness:

Date: ____/____/____

Date: ____/____/____

Name of Witness: _____

Address of Witness:
1a Mundy Place
Cardiff CF24 4BZ

Signed by the Tenants:

PRINT NAME

SIGNATURE

In the Presence of this witness:

Date: ____/____/____

Name of Witness: _____
Address of Witness:
1a Mundy Place
CF24 4BZ

Initials: _____

Prescribed Information

Under the Housing Act 2004, the landlord is required to give the following information to the tenant and anyone who paid the deposit on the tenant's behalf within 30 days of receiving the deposit. This is to ensure that tenants are made aware of their rights during and at the end of the tenancy regarding the deposit.

(a) The scheme administrator of the Tenancy Deposit Scheme is:

The Dispute Service Limited

1 The Progression Centre, 42 Mark Road, Hemel Hempstead, Hertfordshire, HP2 7DW

Phone: 0300 037 1000

Website: <http://www.tenancydepositscheme.com/>

(b) A leaflet entitled *What is the Tenancy Deposit Scheme?*, which explains the operation of the provisions contained in sections 212 to 215 of, and Schedule 10 to, Housing Act 2004, must accompany this document when given to the tenant and any relevant person.

(c) The procedures that apply under the scheme by which an amount in respect of a deposit may be paid or repaid to the tenant at the end of the tenancy are set out in the scheme leaflet: *What is the Tenancy Deposit Scheme?*, which accompanies this document.

(d) The procedures that apply under the scheme where either the landlord or tenant is not contactable at the end of the tenancy are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?*

(e) The procedures that apply where the landlord and the tenant dispute the amount of the deposit to be paid or repaid are summarised in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: <http://www.tenancydepositscheme.com/>

(f) The facilities available under the scheme for enabling a dispute relating to the deposit to be resolved without recourse to litigation are set out in the Scheme Leaflet: *What is the Tenancy Deposit Scheme?* More detailed information is available on: <http://www.tenancydepositscheme.com/>

THE DEPOSIT

The amount of the deposit paid is

A1. Address of the property to which the tenancy relates:

NAME OF THE LETTING AGENT

A2 Cardiff Property Letting T/A Keylet

DETAILS OF THE LANDLORD (S)

A3 Name(s)

A4 Address: c/o Keylet

1A Mundy Place

Cardiff

CF24 4BZ

A5 Email address: lettings@hotmail.co.uk

A6 Telephone number: 02920 388399

A7 Fax number: 02920 376922

Initials: _____

DETAILS OF THE TENANT(S)

A7 Name

A8 Address

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.....

A9 Email address

A10 Mobile number

Contact details for the tenant(s) to be used at the end of the tenancy:

A11 Name

A12 Address

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.....

.....

A13 Email address

A14 Mobile number

Please provide the details requested in A7-A14 for each tenant (there is a continuation sheet for this purpose).

The circumstances when all or part of the deposit may be retained by the landlords by reference to the terms of the tenancy agreement are set out in clause(s) 5.1 – 5.3 of the Tenancy Agreement attached (please also refer to sections 19 -22, 30 and 31), more detail is available in the Keylet Tenant Handbook. No deduction can be paid from the deposit until the parties to the tenancy agreement have agreed the deduction, or an award has been made by TDS or by the court.

A leaflet explaining how the Deposit is protected by the Housing Act 2004 will be provided to the Tenant by the person holding the Deposit being Keylet.

The holder of the Deposit will register the Deposit with and provide other required information to the Tenancy Deposit Scheme within 14 days of the commencement of the Tenancy or the taking of the Deposit whichever is earlier and provide proof to the Tenant of compliance. If the holder of the Deposit fails to provide proof within 14 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy are explained in clauses (A.2.1–A.2.13) shown below. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

Procedure for Dispute at the End of the Tenancy

A.2.1 When the landlord and tenant agree how the deposit should be returned, in full or in part, it must be paid back within 21 working days. Failure to return the deposit within the specified period will be grounds for the tenant to refer the matter directly to the Independent Case Examiner ("ICE").

A.2.2 The Member/Agent must tell the tenant within 10 days of the end of the tenancy, if they propose to make any deductions from the deposit.

A.2.3 The tenants should make their best endeavours to inform the Agent/Member if they wish to raise a dispute

Initials: _____

about the deposit within 14 working days after the lawful end of the tenancy and vacation of the property. The Member/Agent has a maximum of 14 working days to resolve the dispute.

A.2.4 It is not compulsory for the parties to refer the dispute to the ICE for adjudication. They may, if they choose, seek the decision of the Court. However, this may take longer and may incur further costs. Judges may, because it is a condition of the Tenancy Agreement signed by both parties, refer the dispute back to the ICE for adjudication. If the parties do agree that the dispute should be resolved by the ICE, they must accept the decision as final and binding.

A.2.5 The Agent, the Landlord or the Tenant can instigate a dispute by completing the Notification of Dispute form (TDS.2) and submitting it to the ICE. The form can be downloaded from the website <http://www.tenancydepositscheme.com/> or be obtained directly from The Dispute Service Ltd at the details specified in the TDS leaflet attached to this Tenancy Agreement.

A.2.6 If the Agent/Member instigates a dispute they must send with the Notification of Dispute to the TDS the full deposit, less any amounts already agreed by the parties and repaid. Where one of the parties to the Tenancy raises the dispute, the Agent/Member must send the deposit or the balance in dispute together with the relevant evidence being a copy of the tenancy agreement, inventory and schedule of condition, any check in or check out report, correspondence and invoices or estimates within 10 days of being told that a dispute has been registered with TDS whether or not the Agent/Member or the other party want to contest it. Failure to do so will not delay the adjudication but the TDS will take appropriate action to recover the deposit and discipline the Agent/Member.

A.2.7 The sum in dispute must be remitted to The Dispute Service Ltd within 10 days of being requested to do so, whether or not the parties wish the ICE to resolve the dispute.

A.2.8 The ICE will aim to resolve the dispute within 28 days of receiving the final documentation that is once all the evidence considered necessary has been gathered or requested and a suitable time period has been allowed for submission.

A.2.9 TDS will pay out the money within 10 working days of the decision of the ICE or instruction of the court as appropriate.

A.2.10 The time-scale specified may be varied at the discretion of the ICE if he considers it necessary to seek legal or other expert advice, or in exceptional circumstances which affect the ability of either party to the Tenancy being able to provide information promptly.

A.2.11 The Agent/Member and the parties to the Tenancy must co-operate with the ICE in the consideration of the dispute and follow the recommendations of the ICE concerning the method of resolution of the dispute.

A.2.12 If one party raises a dispute with TDS the TDS will contact the other party giving a right to reply within 10 days. If the other party fails to reply TDS will make their adjudication and decision upon the information already held and find accordingly for the party raising the dispute.

A.2.13 If the landlord or the Agent are unable to contact the Tenant despite making reasonable efforts to do so, or the Tenant is unable to contact the landlord or the Agent despite making reasonable efforts to do so, action must be taken through the County Court system to get a judgement for the return of or deductions from the Deposit because TDS are specifically excluded under the Statutory Instrument from adjudicating under these circumstances.

Initials: _____

CONFIRMATION

The landlord certifies and confirms that:

- the information provided is accurate to the best of my/our knowledge and belief and
- I/we have given the tenant the opportunity to sign this document by way of confirmation that the information is accurate to the best of the tenant's knowledge and belief.

Signed by or on behalf of the landlord:

.....

The tenant confirms that:

- I/we have been given the opportunity to read the information provided and
- I/we sign this document to confirm that the information is accurate to the best of my/our knowledge and belief.

Signed by the tenant(s)

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Dated

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What is the Tenancy Deposit Scheme?

For Landlords & Tenants

6th Edition; April 2018

What is the TDS?

The Dispute Service Ltd operates two tenancy deposit protection schemes, authorised by the government: Insured and Custodial. This leaflet deals with the Insured scheme only. There is a separate leaflet for TDS Custodial. TDS has two main roles: to protect deposits; and to help resolve disputes about deposits.

What is tenancy deposit protection?

By law, a landlord or agent who receives a deposit for such a tenancy must protect the deposit. Tenancy deposit protection applies to all deposits for assured shorthold tenancies that started in England or Wales on or after 6 April 2007. Most residential tenancies in the private rented sector are assured shorthold tenancies, with some exceptions. For example, a tenancy cannot be an assured shorthold tenancy if:

- the tenant is a company;
- the rent is more than £100,000 a year;
- the tenancy is for a holiday let; or
- a university/college rents the accommodation to its students

What does tenancy deposit protection mean?

It means protecting a tenant's deposit with a government-authorised scheme such as TDS, and providing the tenant with prescribed information about where their deposit is being protected and how it will be managed. Tenancy deposit protection schemes can be one of two kinds: Custodial, where the scheme itself holds the deposit during the tenancy; or Insurance-Backed: where the landlord or agent holds the deposit during the tenancy, but must give it to the scheme at the end of the tenancy if there is a dispute. The scheme is insured because this guarantees that the tenants will always get the money back to which they are entitled.

What are the legal requirements?

These are contained in sections 212 to 215 of, and Schedule 10 to, the Housing Act 2004 (as amended). Tenancy deposit protection applies to money received by a landlord or agent that is meant to be held as security in case a tenant does not comply with their obligations. The landlord or agent must comply with the initial requirements of an authorised tenancy deposit protection scheme within 30 days of receiving the deposit.

To protect a deposit with TDS, the landlord or agent needs to: I belong to the scheme; I register the deposit on the TDS tenancy database; I pay a membership subscription or deposit protection charge. A TDS Member (landlord or agent) must also give the tenant 'prescribed information'. The information is set out in the Housing (Tenancy Deposits (Prescribed Information) Order 2007. It must also be given to anyone who paid the deposit on the tenant's behalf. The prescribed information includes the contact details of the landlord and tenant, the rented property's address, the deposit amount, and this leaflet.

The landlord or agent must also specify which tenancy agreement clauses say how the deposit can be used. Tenants must be given the opportunity to check any document the landlord provides containing prescribed information; and sign it to confirm the information is accurate.

What if the landlord or agent does not comply?

A landlord or agent should protect the deposit in an authorised scheme and provide the tenant (and any sponsor) with the prescribed information within 30 days of receiving the deposit. If they don't do so, then the tenant (or the person who paid the deposit) can take the landlord or agent to court. The court can order the landlord or agent to protect the deposit or repay it to the tenant. The court can also order the landlord or agent to pay the tenant compensation of between one and three times the deposit's value. A landlord who has not correctly protected a deposit cannot serve a notice to end the tenancy and regain possession of it under section 21 of the Housing Act 1988. The landlord can only serve such a 'section 21 notice' after the deposit has been repaid or after any court case about the deposit has ended. A landlord who has not given the tenant prescribed information within 30 days must not issue a section 21 notice until the prescribed information has been given. If this takes place more than 30 days after the landlord or agent received the deposit, the tenant can still apply to court for compensation of between one and three times the deposit's value. TDS cannot award compensation to tenants if a landlord or agent fails to comply with the law relating to tenancy deposit protection. This can only be dealt with by the courts.

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Is my deposit protected?

If tenants have received a Tenancy Deposit Protection Certificate, they should enter the code number from that certificate. Alternatively they can enter their surname, the deposit amount, the tenancy postcode, and the date their tenancy started. If a member informs TDS that the protection of a deposit should be ended, TDS will make reasonable efforts to inform the tenant before ending the protection. If the tenancy has not ended, the tenant (or one of the joint tenants) can object to the ending of deposit protection by phoning the TDS customer contact center. If the tenancy has ended and the tenant is not satisfied with the proposed split of the deposit, then the tenant can ask TDS to resolve the dispute within three months after the end of the tenancy.

What happens to the deposit at the end of the tenancy?

If there is no dispute about the return of the deposit at the end of the tenancy, the landlord or agent must pay the deposit to the tenant without delay, less any deductions that the tenant has agreed.

Who raises a dispute if there is no agreement about the deposit return?

If there is a dispute about the return of the deposit or about proposed deductions, the parties should try to reach agreement without delay. Most disputes are resolved informally in this way. But if the deposit has not been returned to the tenant within 10 days of the tenant asking for it, the Housing Act 2004 allows the tenant to ask TDS to resolve the dispute.

If there is a dispute, what happens to the deposit?

The landlord or agent can take a payment from the deposit if both landlord and tenant have agreed, or the court has ordered the deposit to be paid, or TDS directs to send the money to TDS. Once TDS has been asked to resolve a deposit dispute, the landlord or the agent must send the disputed amount to TDS. By this time, the landlord or agent should have paid the tenant any part of the deposit that is not an agreed deduction or in dispute.

If whoever is holding the deposit does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. This will not delay TDS in resolving the dispute. If the deposit holder cannot pay the disputed amount, for example because it has become insolvent, TDS will arrange the adjudication, pay the tenant the amount awarded by the adjudicator and make a claim to its insurers. The law requires TDS to guarantee only that the tenant receives the amount they are entitled to.

How are disputes resolved?

The tenant will ask TDS to resolve the dispute by going online and completing a Dispute Application Form giving details of the dispute. The deposit holder must then send the disputed amount to TDS. TDS will copy the dispute details to the agent or landlord who is to respond to the dispute and give them 10 working days to do so. The agent or landlord will need to confirm that they want TDS to resolve the dispute, and send in their evidence. After this the tenant will also be given 10 working days to respond to the agent's/landlord's evidence, and send in any evidence that they also wish the adjudicator to consider. If all the parties agree to TDS resolving the dispute, TDS will appoint an impartial adjudicator to make a binding decision, normally within 28 days of receiving the parties' consent to resolving the dispute and receiving the evidence they wish to be considered. If landlords and agents do not reply, they are treated as consenting to TDS resolving the dispute. In all these cases, the adjudicator will normally make a decision within 28 days after the deadline for receipt of evidence. Within a further 10 days or less of the adjudicator's decision, TDS will pay the amount due to each party. The adjudicator's decision will be based on the evidence sent to TDS – there will be no hearing or visit to the property. The adjudicator's decision is final. There is no right of appeal to TDS or to the government department in charge of the tenancy deposit protection schemes.

What if the landlord or tenant can't be contacted at the end of the tenancy?

TDS cannot resolve a dispute if it cannot contact the parties to get their consent to TDS being involved. In these circumstances, the deposit holder must do the following: assess any damage, rent arrears and any other likely deductions from the deposit as they would normally do; split the deposit, pay the party who is present the appropriate amount, and transfer the amount due to the absent tenant/landlord to a suitably chosen 'Client suspense (bank) account'; make a formal record of all actions taken, supported by appropriate documentation. After enough time (usually at least six years) has passed from the last contact from the absent tenant/landlord, the deposit holder may then donate the absent party's share to a suitable registered charity – subject to a binding promise from the deposit holder that it would immediately pay from its own pocket any valid claim it later received from the beneficial or legal owner. If the absent tenant/landlord returns within that time and seeks to dispute the allocation of the deposit, TDS may offer to adjudicate.

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Is adjudication better than going to court?

Deposit disputes need to be resolved quickly and cheaply. Tenants usually need the money as a deposit on their next property, and landlords need to know how much will be available to spend on things like redecoration, damage or repairs. Going to court takes time and can be expensive and stressful. If TDS protects a deposit and the dispute goes to court, the disputed amount must be sent to TDS. TDS will distribute the deposit once it receives a final court order showing what is to happen to the deposit. However if a tenant or landlord does not take their dispute to the County Court within 6 months of refusing consent for TDS to resolve the dispute, TDS may at its discretion return the disputed deposit it is holding to the other party who did not refuse consent. TDS can only resolve a dispute if the deposit has been registered with TDS. If a deposit has not been registered, the parties will have to go to court if they cannot agree a settlement. Sometimes landlords or tenants prefer to go to court. It might be better for a landlord to go to court if they have a big claim that is well above the deposit. It might be better for a tenant to go to court if they have a counterclaim – say if they had to pay for boiler repairs because the heating did not work for several weeks. TDS cannot deal with counterclaims. Where TDS cannot accept a dispute for adjudication, TDS will notify any other party to the dispute that this has happened. The other party to the dispute may then choose to go to court or rely on the agent's judgment if the agent is holding the deposit.

What can TDS deal with?

Using the TDS dispute resolution service is not compulsory. If either the landlord or tenant does not agree to use the service, one of them could choose to go to court. TDS can only deal with disputes about the deposit itself, and cannot make awards that are for more than the disputed deposit. If a larger amount is disputed, you may need to go to court. TDS cannot deal with counterclaims by tenants – such as a claim for disrepair. If you are a tenant and you wish to bring a counterclaim against your landlord, you will need to go to court. TDS cannot deal with disputes between individual tenants, or between landlords and their agents. TDS does not act as a regulator and cannot order changes in trading practices, close down businesses, or prosecute landlords or agents. However, it does try to raise standards in the private rented sector by educating tenants, landlords and agents about the cause of disputes and how to avoid them.

How much does it cost?

TDS is funded by the membership subscriptions and deposit protection charges that letting agents and landlords pay. All these fees are on the TDS website. TDS makes no charge to tenants for protecting the deposit. There is no charge to landlords, tenants or agents for having a dispute resolved.

Our Guarantee of Impartiality

TDS is overseen by a Board, which is responsible for operating and financing the business. The Board, and the TDS management, have no role in resolving disputes and cannot intervene in decisions about disputes. The scheme's Director of Dispute Resolution is responsible for resolving disputes. The most usual method for resolving a dispute through TDS is to use adjudication but the scheme may suggest negotiation, mediation or other methods. Adjudicators work fairly and impartially. All TDS adjudicators belong to the Chartered Institute of Arbitrators and comply with our Adjudicator Code of Conduct, which is available on the TDS website. The adjudicators make decisions without favour, based on the issues in dispute and the evidence provided.

Data Protection

TDS will not use landlords' or tenants' personal data for any purpose except to operate the scheme (this includes compiling statistical data) and resolve disputes. From time to time, TDS may invite landlords or tenants to participate in surveys. If you do not wish to be contacted for survey purposes, please inform TDS by letter or email to the contact details given in this leaflet.

Contact Details

Phone: 0300 037 1000

Website: www.tenancydepositscheme.com

Address: **Tenancy Deposit Scheme**
1 The Progression Centre
42 Mark Road
Hemel Hempstead
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