

# Assured Shorthold Tenancy Agreement

under Part 1 of the Housing Act 1988 relating to

1 Any Town Street, Any Town

**Term: From 19/4/2012 to 18/10/2012**

Rent: £ 1000 per calendar month

Deposit: £1000.00

**Agent/Deposit Holder:**

**Address for contact after end of tenancy:**

**Telephone number:**

**Fax:**

**Email address:**

City Property Lets

58 Gloucester Road, Bishopston, Bristol, BS7 8BH

0117 908 0062

0117 908 0063

accounts@city-property-lets.co.uk

Lead Tenant: \_\_\_\_\_

Address for contact after end of tenancy: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Email address: \_\_\_\_\_

The holder of the Deposit will register the Deposit with, and provide other required information to, the Tenancy Deposit Scheme within 30 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 30 days the Tenant should take independent legal advice from a solicitor, Citizens Advice Bureau (CAB) or other housing advisory service.

Information explaining how the Deposit is protected by the Housing Act 2004 is attached to the back of this tenancy agreement.

At the end of the tenancy the deposit will be released following the procedures set out in clause 7 of the Tenancy Agreement attached.

Deductions may be made from the Deposit according to [insert number from the Agent's or Landlord's Tenancy Agreement] of the Tenancy Agreement attached. No deductions can be made from the Deposit without written consent from both parties to the Tenancy Agreement.

The procedure for instigating a dispute regarding deductions from the Deposit at the end of the Tenancy is summarised in *What is the Tenancy Deposit Scheme?*, which is available from City Property Lets. More detailed information is available on: [www.tds.gb.com](http://www.tds.gb.com)

TDS are specifically excluded under Statutory Instrument from adjudicating where, despite making reasonable efforts to do so, the Landlord or the Agent are unable to contact the Tenant, or the Tenant is unable to contact the landlord or the Agent. Under these circumstances, the Member must do the following:

▶ Make every practical effort, over a reasonable period of time but for no longer than it would take for the ICE to resolve a dispute, to contact the (ex)-tenant/landlord using information readily available.

▶ Determine dilapidations, rent arrears and any other prospective deductions from the deposit as they would normally do.

▶ Allocate the deposit, pay the party who is present as appropriate, and transfer the amount due to the absent tenant/landlord to a suitably designated "Client Suspense (bank) Account".

A formal record of these activities should be made, supported by appropriate documentation.

Following sufficient time (usually at least six years) having elapsed from last contact from the absent tenant/landlord the Member may then donate the amount allocated to them to a suitable registered charity – subject to an undertaking that any valid claim subsequently received by the Member from the beneficial or legal owner would be immediately met by the Member from its own resources.

Should the absent tenant/landlord return within that period and seek to dispute the allocation of the deposit, the ICE may offer to adjudicate.

The Landlord confirms that the information provided to the Agent (delete if landlord) and the Tenant is accurate to the best of his knowledge and belief and that the Tenant has had the opportunity to examine the information.

The Tenant confirms he has been given the opportunity to examine this information. The Tenant confirms by signing this document that to the knowledge of the Tenant the information above is accurate to the best of his knowledge and belief.

Signed by the Tenant: \_\_\_\_\_

Signed by the Landlord/Agent: \_\_\_\_\_

The Deposit is safeguarded by the Tenancy Deposit Scheme, which is administered by:

Tenancy Deposit Scheme  
PO Box 1255  
Hemel Hempstead  
Herts  
HP1 9GN

phone 0845 226 7837  
web [www.tds.gb.com](http://www.tds.gb.com)  
email [deposits@tds.gb.com](mailto:deposits@tds.gb.com)  
fax 01442 253193

The Dispute Service Ltd also offers a service for enabling a dispute relating to the deposit to be resolved without having to go to court.

An agreement made **19/4/2012** BETWEEN **A N Otherlandlord**

of 58 Gloucester Road Bishopston Bristol (hereinafter called "The Landlord") of the one part and

**A N Othertenant** of

and as Guarantor(s)

(herein after called "The Tenant") of the other part each for themselves and their personal representatives/successors in title

WHEREBY IT IS AGREED as follows:-

1

The Landlord AGREES TO LET and the Tenant AGREES TO TAKE ALL THAT land and property situated and known as **1 Any Town Street, Any Town**

(herein after called "The Premises") together with the furniture fixtures and effects therein as the same are more particularly described in an inventory (herein after called "The Inventory") to be signed by the parties hereto prior to the date hereof

2

THE Premises shall be held for a term (hereinafter called "The Tenancy") of **183** days commencing on **19/4/2012**

3

THE rent shall be **1000** Pounds (£**1000**) per calendar month payable in advance without any deductions whatsoever the first payment to be made on the signing hereof and the subsequent payments on the same day of each month of the term hereby granted and to be paid to the Landlord or such person or body as he shall direct

4

IF the Tenant shall fail to pay the rent or any sum due under this Agreement within fourteen days of the due date whether formally demanded or not the Tenant shall pay to the Landlord interest in the amount outstanding at the rate of 4% per annum above the base rate of National Westminster Bank PLC from time to time in force calculated on a day to day basis from the date when it was due to the date on which it is paid and interest shall be deemed to be recoverable as rent in arrears

5

(a) The parties acknowledge that this Agreement is intended to create an Assured Shorthold Tenancy within Part 1 Chapter II of the Housing Act 1988 and that the provisions for recovery of possession of the Premises by the Landlord in Section 21 thereof apply accordingly save where the Landlord serves a notice under paragraph 2 of Schedule 2A to that Act

(b) The Tenant acknowledges that immediately before entering into this Agreement he was not himself or jointly with any other person a protected or statutory tenant of the Premises

(c) Without prejudice to the generality of the preceding sub-clause (a) of Clause 5 the Landlord hereby gives notice to the Tenant that the Premises are or may become his principal home and further gives notice that possession of the Premises may be recovered under Ground 1 in part 1 of Schedule 2 to the Housing Act 1988

(d) Without prejudice to the generality of the preceding sub-clause (a) of Clause 5 the Landlord hereby notifies the Tenant that the Premises may be subject to a mortgage and the mortgagee may be entitled to exercise power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925 and may require possession of the Premises for the purpose of disposing of them with vacant possession in the exercise of that power and further gives Notice to the tenant that possession of the Premises may be recovered on Ground 2 on Part 1 of the Schedule 2 of the Housing Act 1988

6

Nothing in this Agreement shall entitle the Tenant to withhold or delay any payment of the rent or other sum due or in any way prejudice affect or derogate from the rights of the Landlord in relation to such non-payment including (but without prejudice to the generality of the above) under the proviso for re-entry contained in this Agreement

7

Throughout the Tenancy the Tenant covenants with the Landlord as follows:-

(a) to pay the rent at the time and in the manner hereinbefore provided

(b) to arrange forthwith with the relevant authorities for all accounts in respect of gas electricity water council tax telephone and security systems at the Premises to be addressed to the Tenant in his own name and to pay all standing charges in connection with the same and all charges for gas fuel oil and electric light and power which shall be consumed or supplied on or to the Premises during the Tenancy and if any of the said services are discontinued disconnected altered or removed during the Tenancy without the written consent of the Landlord the Tenant will be responsible for reconnection charges and installation and other costs arising in relation thereto (including if necessary the cost of replacement) and at the expiry of the Tenancy to arrange for the transfer of such services into the name of the Landlord and for the addressing of all subsequent accounts to the Landlord provided that the tenant shall be and remain responsible for the costs of such transfer

(c) to pay for the sweeping of any chimneys and flues and ensure that these are swept as often as may be required during the Tenancy

(d) at his own expense to ensure that any windows linen curtains bedding carpets and soft-furnishings are properly cleaned during the Tenancy and at the end of the Tenancy (howsoever determined) and in the case of soft furnishings carpets and curtains cleaning by a supplier previously determined as acceptable and appropriate to the Landlord

(e) to preserve and keep the interior of the Premises and the said furniture fixtures and effects in a good state of repair and shall deliver up said fixtures and effects in such repair at the expiration or other determination of the Tenancy and shall make good repair or at the option of the Landlord pay the value of all or any part of or replace any of such furniture fixtures and effects which may be broken lost damaged or destroyed by the Tenant or his family licensees visitors servants or others (reasonable wear and tear and damage by accidental fire excepted) provided that the Tenant gives immediate notice to the Landlord or his agents of the occurrence of fire and provided further that the relevant policy of insurance shall not have been rendered void or voidable or payment of the whole or part of the insurance moneys shall not have been refused in consequence of some default on the part of the Tenant or others

(f) not to leave the Premises vacant or unoccupied for period in excess of fourteen consecutive days without first giving written notice to the Landlord of the intention to do so

(g) not to alter or change or install any locks on any doors or windows in or about the Premises or have any additional keys made for any of the locks without the prior written consent of the Landlord and if any such additional keys are made to deliver the same up to the Landlord together with all original keys at the expiration or sooner determination of the Tenancy and in the event that such keys have been lost to pay to the Landlord on demand any costs incurred by the Landlord in replacing those locks to which the keys belonged

(h) to pay to the sum of **£1000** (herein after known as "the Deposit") to be held by the Agent as Stakeholder (The Agent is a member of the Tenancy Deposit Scheme) without accrual of any interest whatsoever (any interest earned will belong to the Agent) as security for the performance of the Tenant of his obligations under this Agreement and the holding and use of the Deposit shall be without prejudice to any other right or remedy of the Landlord whether express or implied and the Landlord shall notify the Tenant immediately in the event of resort to the Deposit and the Tenant shall forthwith upon such notification make such payment as be required to restore the Deposit to its original balance of **£1000**. The Deposit can be used to repay:

- Any damage, or compensation for damage, to the premises its fixtures and fittings or for missing items for which the tenant may be liable, subject to an apportionment or allowance for fair wear and tear, the age and condition of each and any such item at the commencement of the tenancy, insured risks and repairs that are the responsibility of the landlord.
- The reasonable costs incurred in compensating the landlord for, or for rectifying or remedying any major breach by the tenant of the tenant's obligations under the tenancy agreement, including those relating to the cleaning of the premises, its fixtures and fittings.
- Any unpaid accounts for utilities or water charges or environmental services or other similar services or Council Tax incurred at the property for which the tenant is liable.
- Any rent or other money due or payable by the tenant under the tenancy agreement of which the tenant has been made aware and which remains unpaid after the end of the tenancy.

At the end of the tenancy the Agent must tell the tenant within 10 working days\* of the end of the tenancy if they propose to make any deductions from the Deposit.

If there is no dispute the Member/Agent will keep or repay the Deposit, according to the agreed deductions and the conditions of the tenancy agreement. Payment of the Deposit or any balance if it will be made within 10 working days of the Landlord and the Tenant agreeing the allocation of the Deposit.

The Tenant should try to inform the Member/Agent in writing if the Tenant intends to dispute any of the deductions regarded by the Landlord or the Agent as due from the deposit within 20 working days\* after the termination or earlier ending of the Tenancy and the Tenant vacating the property. The period may not be reduced to less than 14 days. The Independent Case Examiner ("ICE") may regard failure to comply with the time limit as a breach of the rules of TDS and if the ICE is later asked to resolve any dispute may refuse to adjudicate in the matter.

If, after 10 working days\* following notification of a dispute to the Agent/Member and reasonable attempts having been made in that time to resolve any differences of opinion, there remains an unresolved dispute between the Landlord and the Tenant over the allocation of the Deposit the dispute will be submitted to the ICE for adjudication. All parties agree to co-operate with the adjudication.

B4.5 The statutory rights of the Landlord and the Tenant to take legal action through the County Court remain unaffected by clauses (insert numbers) above.

(i) deliver up to the Landlord the Premises and all new fixtures and fittings and additions thereto (except such as the Tenant shall be entitled by law to remove) and the furniture fixtures and effects described in the Inventory or the articles substituted for the same at the expiration or other determination of the Tenancy in good clean state condition and repair

(j) to take all necessary measures at all times to prevent damage by weather conditions or otherwise to the central heating system in the Premises including but without prejudice to the generality of the foregoing draining the system or leaving it working during any period in which the Tenancy is temporarily away from the Premises and the Tenant further agrees to make good at his own expense any damage caused to the Premises or the contents thereof which occurs by reason of any breach of this sub-clause (j) of this Agreement

(k) to give notice in writing of any repairs which are the Landlord's responsibility hereunder to the Landlord or his agent and where emergency requires that repairs be carried out immediately in order to protect the structure of the Premises or the contents thereof to give immediate notice in writing thereof to the Landlord

(l) to maintain the garden to a neat and tidy standard to mow the lawns of the garden regularly and not to cut lop or remove or damage any of the trees bushes shrubs or plants but to preserve the same

(m) to permit the Landlord or his agent or workmen on reasonable prior notice and at reasonable hours of the day to enter upon and inspect the state and condition of the Premises and the said furniture fixtures and effects and to allow the Landlord and those authorised by the Landlord to carry out to the Premises any repairs which are necessary and the responsibility of the Landlord. If the Tenant is unable to grant access to the Landlord or his Agent he hereby authorises the Landlord or his Agent to use his own key to gain access.

(n) during the last six weeks of the Tenancy howsoever determined to permit the Landlord or his agent to erect on the Premises a sign indicating that the Premises are available for letting and the tenant shall permit any prospective tenants at reasonable times to inspect and view the same

(o) not to make any alteration in or addition to the Premises (whether decorative structural or otherwise) or any part thereof and not to damage or injure the same

(p) not to do or permit or suffer to be done on the Premises or any part thereof anything which may be or become a nuisance or annoyance to the Landlord or to the occupants of the adjoining premises or which would vitiate any insurance or increase the ordinary premiums payable under the policy or policies covering the Premises or the said furniture fixtures and effects

(q) not to carry on any profession trade or business on the Premises or let in or receive paying guests on the Premises or place or exhibit any notice board or notice whatsoever on any portion of the Premises but to use the Premises as a single private residence only

(r) not to assign underlet or part with or share possession of the Premises or any part thereof or of the said furniture fixtures and effects or any of them

(s) not to keep or suffer on the Premises any pet or animal

- (t) to pay the Landlord's costs and disbursements (which costs and disbursements shall in the case of legal costs be of a solicitor and own client basis) of and in connection with
  - (i) the negotiation preparation execution and grant of this Agreement and the Stamp Duty on the Counterpart
  - (ii) the preparation and service of the Inventory before the commencement of the Tenancy during or on expiry or other determination of the Tenancy
  - (iii) any steps taken in contemplation or in connection with the preparation of a Schedule of Dilapidations during or after the expiration of the term
  - (iv) every application made by the Tenant for a consent or licence required by the provisions of this Agreement whether such consent or licence is granted or refused or proffered subject to any qualification or condition or whether the application is withdrawn unless such refusal qualification or condition is unlawful whether because it is unreasonable or otherwise
  - (v) the preparation and service of a Notice under Sections 146 and 147 of the Law of Property Act 1925 incurred by or in contemplation of proceedings under those provisions of that Act notwithstanding that forfeiture is avoided otherwise than by relief that is granted to by the Court and
  - (vi) the recovery or attempted recovery of the arrears of rent or other sums due from the Tenant
  - (vii) the general enforcement of the terms of this Agreement including but not limited to the costs of attempting recovery of or recovery of possession of the Premises
- (u) effect and maintain insurance in respect of their own furniture personal possessions and effects within the property
- (v) to be responsible for the upkeep of all smoke detectors fitted to the premises replacing batteries as necessary and ensuring that they are kept in working order

8 THROUGHOUT the Tenancy the landlord covenants as follows:-

- (a) That the Tenant paying the rent and performing the covenants on the part of the Tenant hereinbefore contained may quietly possess and enjoy the Premises without any unlawful interruption from the Landlord or any person claiming under or in trust for the Landlord
- (b) to keep the Premises insured against fire and explosion in the full value thereof and insure the Landlord's furnitures fixtures and effects
- (c) to keep the exterior and structure of the Premises including drains guttering and external pipes in reasonable repair (repairs rendered necessary by the negligence or improper acts of the Tenant or his family licensees visitor servants or others excepted)
- (d) to keep installations for the provision of heating and supply of electricity, gas and water in good order
- (e) ensure ongoing supply for utilities (gas, electric, water etc.)
- (f) repair any defects in common parts
- (g) ensure that the property is fit for human habitation

9 PROVIDED ALWAYS AND IT IS HEREBY AGREED AS FOLLOWS:-

- (a) if the Premises or any part thereof shall at any time during the Tenancy be destroyed or damaged by fire explosion or otherwise so as to be unfit for occupation and use or not through the negligence of the Tenant or servants or others the rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall be again fit for habitation and use and in case any dispute arises under this provision it shall be submitted to arbitration pursuant to Part 1 of the Arbitration Act 1996
- (b) if the rent or any part thereof shall be in arrears for fourteen days after becoming payable (whether formally demanded or not) or if there is any breach of any of the covenants on the part of the Tenant or if the Tenant becomes bankrupt or enters into any composition or other arrangement with his creditors or suffers any distress or execution on his goods or if the Premises shall be left vacant or unoccupied for more than twenty-eight days then the tenancy shall absolutely determine without prejudice to Landlords rights and it shall be lawful for the Landlord or his agent immediately and at any time thereafter to re-enter and take possession of the Premises and of the furniture fixtures and fittings without any liability to an action at law for trespass or otherwise and with the power to recover all rent then in arrear and any further rent and other sum due in satisfaction of any liability due from the Tenant that may accrue under this Agreement

(c) if at any time the Landlord wishes to determine the Tenancy for whatsoever reason the Landlord shall give to the Tenant not less than two calendar months previous notice in writing of such his desire (such notice to expire no earlier than **183** days after the commencement of the term) then immediately on the expiration of such notice the Tenancy and everything herein contained shall cease and be void without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of obligation

(d) if at any time the Tenant wishes to determine the Tenancy the Tenant shall give to the Landlord not less than one calendar months previous notice in writing of such his desire (such notice to expire no earlier than **183** days after the commencement of the term)

(e) any Notice under this Agreement to be served either by the Landlord or the Tenant can be served either personally or by first class post and any notice sent by registered post shall be deemed to be delivered forty eight hours after it has been posted and any Notice to the Tenant shall be further deemed sufficiently served if delivered to the Property personally and for the purposes of this Clause the word "Notice" shall include any Summons or other Court process or document in any Court action in respect of this Agreement

(f) if any document arising under this Agreement is signed on or behalf of the Tenant or Landlord the person so signing shall be deemed the authorised signatory of the Landlord or Tenant

(g) if any person other than the Tenant who pays the rent due hereunder or any part thereof to the Landlord shall be deemed to have made such payment as agent for and on behalf of the Tenant

(h) any bank charges incurred by City Property Lets Ltd through a cheque of the Tenant being dishonoured by the Tenants' bankers or any interest on late rental payments will be deducted from the deposit if they have not been paid by the Tenant to the Agent

10 IN this Agreement where the context so admits the singular includes the plural and the masculine the feminine and vice-versa and obligations undertaken by more than one person are joint and several obligations

11 THIS Agreement shall take effect subject to the provisions of Section 11 of the Landlord and Tenant Act 1985 if applicable to the Tenancy

12 Should the tenancy created by this agreement be in force for a period in excess of twelve months then the rent payable for the period in excess of twelve months may be reviewed at twelve monthly intervals according to the rate of inflation with an increase minimum of five percent and a maximum of twelve and one half percent

13 hereby undertake to stand as Guarantor on all the terms of the Agreement in the event of default by the Tenant

14 The Tenant agrees to pay the Landlord's Agent by Standing Order from their Bank Account each calendar month for the duration of the Tenancy furthermore should the Tenant be in receipt of Housing Benefit the Tenant hereby agrees to contract with the Local Authority Housing Benefit Department to have any benefit to which he or she is entitled paid directly to the Landlord's Agent receipt or acceptance of Housing Benefit by parties to this Agreement in no way alters the terms of this Agreement IN WITNESS whereof the Landlord and Tenant have executed this Agreement the day and year before first written

**SIGNED by Tenant(s):**

**SIGNED by Landlord:**

## NOTICES:

### Landlord & Tenant Act 1987 Section 48

[1]name of tenant To **A N Othertenant**

[3] address of dwelling Re **1 Any Town Street, Any Town**

We City Property Lets of 58 Gloucester Road Bishopston Bristol on behalf of your Landlord hereby give you notice pursuant to section 48(1) of the Landlord and Tenant Act 1987 that your Landlord's address for service of notices (including notices in proceedings) in respect of your tenancy of the above premises which is to commence on the **19/4/2012** is as follows:

c/o City Property Lets, 58 Gloucester Road , Bishopston , Bristol

Dated **19/4/2012**

### Housing Act 1988 Schedule 2 Ground 2

#### Notice of Occupation as Home: Recovery of Possession of Dwellinghouse Let on Assured Tenancy

[1]name and address of tenant To **A N Othertenant**  
of

[2]name and address of landlord From **A N Otherlandlord**  
of 58 Gloucester Road Bishopston Bristol BS7 8BH

[3] address of dwelling give you notice that the possession of the dwellinghouse known as

**1 Any Town Street, Any Town**

May be recovered on Ground 2 Schedule 2 to the Housing Act 1988

Dated **19/4/2012**

### Housing Act 1988 Schedule 2 Ground 1

#### Notice of Occupation as Home: Recovery of Possession of Dwellinghouse Let on Assured Tenancy

[1]name and address of tenant To **A N Othertenant**  
of

[2]name and address of landlord From **A N Otherlandlord**  
of 58 Gloucester Road Bishopston Bristol BS7 8BH

[3] address of dwelling give you notice that the possession of the dwellinghouse known as

**1 Any Town Street, Any Town**

May be recovered on Ground 1 Schedule 2 to the Housing Act 1988

Dated **19/4/2012**

Signed

Landlord

[4]Name and address [Landlord's agent] City Property Lets  
58 Gloucester Road Bishopston Bristol

## **INFORMATION FOR TENANTS ABOUT THE TENANCY DEPOSIT SCHEME OPERATED BY THE DISPUTE SERVICE:**

### **About The Dispute Service:**

The Dispute Service is an independent, not-for-profit company set up in 2003 to resolve complaints and disputes about tenants' deposits in the private rented sector – speedily, cost-effectively and fairly. We operate the Tenancy Deposit Scheme, which is one of the three approved tenancy deposit protection schemes.

### **What is the Tenancy Deposit Scheme?**

The Tenancy Deposit Scheme (TDS) protects the deposits that tenants give to private landlords. It also offers a way of resolving disputes about returning those deposits.

Tenancy deposit protection schemes apply to all assured shorthold tenancies that started on or after 6 April 2007 in England and Wales where the annual rent does not exceed £100,000 a year.

### **Under the Tenancy Deposit Scheme:**

- deposits will be protected during the tenancy;
- the person or organization holding the deposit must return it to the tenant promptly at the end of the tenancy, provided there is no dispute about returning it;
- any dispute about returning the deposit will be dealt with fairly by the Independent Case Examiner;
- the Independent Case Examiner will decide the dispute quickly, and the deposit will be paid out without unnecessary delay.

Tenants can check if their deposit is registered with the Tenancy Deposit Scheme by visiting [www.tds.gb.com](http://www.tds.gb.com) and going to the Is my Deposit Registered? page. Tenants enter their unique tenancy code or their surname, the amount of the deposit, the tenancy postcode, and the date their tenancy started.

### **What are the legal requirements?**

The Housing Act 2004 states that any landlord or agent who takes a deposit from a tenant for an assured shorthold tenancy must put it in an approved tenancy deposit protection scheme. Landlords or agents who fail to do this within 30 days of receiving the deposit can be fined up to three times the value of the deposit as a result of court action. They also cannot serve a Section 21 notice to end a tenancy and regain possession of the property until:

- the deposit has been repaid; or
- legal proceedings for failing to protect the deposit have ended.

The Housing Act also states that:

- the tenant must be told which tenancy deposit protection scheme their deposit is held in;
- the deposit must be in money;
- landlords who do not give the tenant the information they are required to give under the law about protecting their deposit will not be able to issue the tenant with a Section 21 notice;
- the landlord or agent must give the deposit to the scheme operators when asked to do so;
- each scheme must have procedures for resolving disputes without legal action (using 'alternative dispute resolution'), but the parties can go to court if they prefer.

If there is no dispute, the deposit holder must return the undisputed deposit amount to the tenant within 10 days of being asked to repay it.

The Act allows for deposits to be held in:

- a custodial scheme – the money is held by an independent third party outside the landlord's control;
- an insurance-based scheme – the money is held by the landlord or their agent, provided they have suitable insurance arrangements.

Each tenancy deposit protection scheme has its own rules. The rules for TDS are set out in the following documents:

- The Tenancy Deposit Scheme for Lettings Agents and Corporate Landlords: Membership Rules
- The Tenancy Deposit Scheme for Landlords: Membership Rules
- The Tenancy Deposit Scheme Rules for the Independent Resolution of Tenancy Deposit Disputes

You can view these documents at [www.tds.gb.com](http://www.tds.gb.com)

### **Who can join the Tenancy Deposit Scheme?**

The Tenancy Deposit Scheme is open to landlords and regulated letting agents offering residential property for rent. They will be asked to provide relevant information – as set out in the TDS rules – to determine if they can be accepted as members, and what their subscription will be. Landlords and letting agents who wish to join must be members of one of the approved bodies mentioned below.

### **What is an approved body?**

An approved body is any professional body, accreditation scheme or trade association that TDS has approved to give their members a streamlined application process and a reduced subscription. Approved bodies are also expected to take appropriate disciplinary action against their members who fail to comply with the TDS rules. The following are all approved bodies: The Association of Residential Letting Agents, Royal Institution of Chartered Surveyors, the National Association of Estate Agents, the National Approved Lettings Scheme and the Law Society.

### **How are deposits held and protected?**

Normally, the tenant and the landlord decide together where the deposit will be held, helped by any letting agent who is involved. The deposit-holder must be a member of the Tenancy Deposit Scheme. If there is a dispute about the deposit, the landlord or letting agent can try to resolve it. If that fails, any of the parties – landlord, agent or tenant – can take the dispute to the Independent Case Examiner, who will:

- appoint an adjudicator to help consider the evidence provided by the landlord, agent or tenant; and
- aim to issue a decision within 28 days of receiving all the necessary papers.

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

The member should send the disputed deposit amount to TDS. After the Independent Case Examiner has considered the matter, TDS will make a payment to the tenant according to the Independent Case Examiner's instructions.

If the member does not send the disputed deposit amount to TDS, TDS will take legal action to recover it. TDS has a special cash fund that enables the Independent Case Examiner to continue an adjudication in these circumstances. If the member cannot pay what the Independent Case Examiner requires, for example because it has become insolvent, TDS will pay instead and make a claim to its insurers.

### **How are disputes resolved?**

- The tenant has 20 working days to tell the member that they wish to dispute their proposed allocation of the deposit, and the member has 10 working days to resolve it.
- If the dispute is not resolved, the parties decide if they want to go to court, or to have the Independent Case Examiner deal with it. This is what most people prefer. Either way, the disputed deposit must be sent to TDS.
- The party who wishes to put the dispute to TDS must use the Notification of a Deposit Dispute form to state the details of the dispute, and provide any relevant supporting documents.
- Whoever is holding the deposit must send the disputed amount to TDS.
- The Independent Case Examiner, working alongside TDS, will copy the details of the dispute to the other parties, giving them 10 working days to send in their side of the story.
- The Independent Case Examiner will appoint an adjudicator to help it issue a decision within 28 days of receiving all the necessary paperwork.
- The disputed amount will be paid out according to the Independent Case Examiner's decision within a further 10 working days.

### **Why is it better to resolve a dispute through the Independent Case Examiner 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.

The Independent Case Examiner's successful adjudication process is based on an expert assessment of documentary evidence (which can also include photographs and video).

### **Do all landlords and agents have to join TDS?**

No. They can join one of the two other tenancy deposit protection schemes: The Deposit Protection Service and MyDeposits.

### **How much does it cost to join TDS?**

You can find the current subscriptions for agents and landlords on the TDS website. Agents can recharge the subscription to landlords.

Provisional subscriptions for corporate landlords are available on application.

Where members submit data in hard copy to be entered on the tenancy database, there will be a charge for each document submitted. The data will not be entered until the fee has been paid.

There is normally no further charge for resolving disputes, which is free to tenants.

### **Management of TDS**

TDS is overseen by a Board, which is responsible for the operation and financing of the business. The Board does not have any role in resolving disputes.