

CITY PROPERTY LETS

www.city-property-lets.co.uk

accounts@city-property-lets.co.uk

58 Gloucester Road
Bishopston
Bristol BS7 8BH

T 0117 908 0062

F 0117 908 0063



TENANCY DEPOSIT PROTECTION PRESCRIBED INFORMATION

This information is prescribed under the Housing Act 2004. That means that the two parties to the Tenancy Agreement must be made aware of their rights during and at the end of the Tenancy regarding the protection of and deductions from the Deposit.

A1 Address of the property to which the tenancy relates:

A2 Name(s) of the deposit holder(s):

A3 Actual address of the deposit holder(s):

A4 E mail address of the deposit holder(s):

A5 Telephone number of the deposit holder(s):

A6 Fax number of the deposit holder(s):

A7 Name(s) of tenant(s):

A8 Address(es) for contact after the tenancy ends of tenant(s):

A9 E mail address(es) of tenant(s):

A10 Mobile number(s) of tenant(s):

A11 Fax number(s) of tenant(s):

Please also provide the details requested in A 7-11 for each tenant and for other relevant persons (i.e. agent, guarantor paying the Deposit etc)

A12 The tenancy deposit is: £

A13 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.

A14 A leaflet entitled What is the Tenancy Deposit Scheme?, explaining how the Deposit is protected by the Housing Act 2004, is available upon request from the landlord's agent.

A15 At the end of the tenancy the deposit will be released following the procedures set out within the Tenancy Agreement attached.

A16 Deductions may be made from the Deposit according to the attached Tenancy Agreement attached. No deductions can be made from the Deposit without consent from both parties to the Tenancy Agreement.

A17 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, together with more detailed information, from www.tds.gb.com

A18 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".

A19 A formal record of these activities should be made, supported by appropriate documentation.

A20 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.

A21 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.

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
email: deposits@tds.gb.com
fax: 01442 253193